



CITY OF MIAMI BEACH CERTIFICATION OF CONTRACT

TITLE: For Fencing Services

CONTRACT NO.: 12-08/09

EFFECTIVE DATE(S): August 1st, 2009 through July 31, 2010, with two (2) additional one (1) year renewal options.

SUPERSEDES: N/A

CONTRACTOR(S): **Murray Fence Company**

ESTIMATED ANNUAL CONTRACT AMOUNT: N/A

- A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on July 15, 2009, for approval to award contracts, upon execution between the City of Miami Beach Florida and Contractor(s).
- B. EFFECT - This Contract is entered into to provide fencing services for the City of Miami Beach, pursuant to City Invitation to Bid (ITB) No. 12-08/09 and any addenda thereto, and Contractor's bid in response thereto (this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").
- C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Procurement Division policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes.
- All blanket purchase orders shall show the City of Miami Beach Contract Number (12-08/09), with the current expiration date of July 31, 2010, 2011, or 2012 as applicable.
- D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor to provide fencing services according to the requirements of the Contract Documents to Gus Lopez, City of Miami Beach Procurement Director at 305-673-7000 ext. 7490.
- E. INSURANCE CERTIFICATE(S) - The Contractor shall file Insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager prior to delivery of supplies, and/or commencement of any services/work by Contractor.

CONTRACTOR

Certification of Contract

- F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or any portion of work, and/or services required by the Contract Documents without the prior written consent of the City. Contractor warrants and represents that all persons providing/performing any supplies, work, and/or services required by the Contract Documents have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently provide/perform same, to City's satisfaction, for the agreed compensation.
- G. SERVICE EXCELLENCE STANDARDS - Excellent Customer Service is the standard of the City of Miami Beach. As a Contractor of the City, Contractor will be required to conduct itself in a professional, courteous and ethical manner, and at all times and adhere to the City's Service Excellence standards. Training will be provided by the City's Organizational Development and Training Specialist.
- H. PUBLIC ENTITY CRIMES - In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the Contract and may result in Contractor debarment.
- I. INDEPENDENT CONTRACTOR - Contractor is an independent contractor under this Contract. Supplies, work and/or services, provided by Contractor pursuant to the Contract Documents shall be subject to the supervision of Contractor. In providing such supplies, work, and/or services, neither Contractor nor its agents shall act as officers, employees, or agents of the City. This Contract shall not constitute or make the parties a partnership or joint venture.
- J. THIRD PARTY BENEFICIARIES
Neither Contractor nor City intends to directly or substantially benefit a third party by this Contract and/or the Contract Documents. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract and/or the Contract Documents.

The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract and/or the Contract Documents.

Certification of Contract

- K. NOTICES - Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City:

Procurement Division
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Gus Lopez, Procurement Director

For Contractor:

Murray Fence Company
Catherine Murray
1776 NW 23 Terrace
Miami, FL 33142
Cell Phone: 786-252-2757
305-634-2757
305-638-4999
mfenceco@aol.com
catt2504@aol.com

- L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

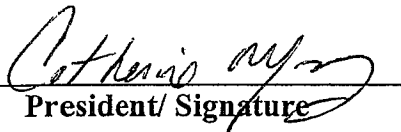
Certification of Contract

- M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.**
- O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.
- P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.
- Q. The ITB and all addenda issued, and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; (iii) contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.

Certification of Contract

IN WITNESS WHEREOF the City and Contractor have caused this Certification of Contract to be signed and attested on this 15th day of July, 2009, by their respective duly authorized representatives.

CONTRACTOR


By 
President/ Signature

Catherine Murray
Print Name

CITY OF MIAMI BEACH

By 
Mayor

ATTEST:


Secretary/ Signature

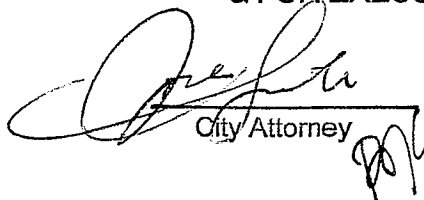
Susana P Murray
Print Name

ATTEST:


City Clerk

F:\PURC\SALL\Maria\Bids\08-09\ITB#12-08-09 Fencing Services\Contracts\Murray Fence.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

 9/22/09
City Attorney Date

Condensed Title:

Request For Approval To Award Contracts to Sunrise Security Agency & Maintenance Inc, Guarantee Fence Corp. And Murray Fence Company For Fencing Services Pursuant To ITB No. 12-08/09 In The Estimated Annual Amount Of \$ 65,000.

Key Intended Outcome Supported:

Ensure Well-maintained infrastructure;

Supporting Data (Surveys, Environmental Scan, etc.): N/A

Issue:

Shall the City Commission Approve The Award of Contract?

Item Summary/Recommendation:

The purpose of Invitation to Bid No. 12-08/09 (the "Bid") is to establish contracts, by means of sealed bids for the supply of all labor, materials, tools, and equipment necessary to provide fencing services on an "as needed basis", from sources of supply that will provide these products in a timely manner.

The contracts shall remain in effect for one (1) year from date of contract execution by the Mayor and City Clerk, and may be renewed by mutual agreement for two (2) additional years, on a year-to-year basis.

The Bid was issued on February 24, 2009, with an opening date of April 15, 2009. A pre-bid meeting to provide information to the bidders submitting a response was held on March 25, 2009.

BidNet issued bid notices to 32 prospective bidders, BidSync (formerly known as RFP Depot) issued bid notices to 35 prospective bidders, and 59 additional bidders were notified by the Procurement Division via mail, e-mail, and fax transmission, which resulted in the receipt of seven (7) bids.

The responsiveness test performed by the Procurement Division resulted in Georgis Fence & Concrete Co. Inc., and Rogar Management and Consulting of Florida's bid being deemed non-responsive. The two bidders failed to provide information which prevented them from complying with the minimum requirements set forth in the ITB.

After the Administration's review of the bidder's qualifications, experience, capability, and performance evaluations received, it was determined to be in the best interest of the City to recommend awarding contracts to Sunrise Security Agency & Maintenance Inc., Guarantee Fence Corp., and Murray Fence Company based on the lowest submitted price.

The structure of this ITB would allow the operational divisions and departments to anticipate and accurately estimate the cost of any future fencing project while securing the lowest possible cost.

THE ADMINISTRATION RECOMMENDS APPROVING THE AWARDS.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account
	1	\$ 20,000	Several Parks and Recreation Department Accounts – See Memo Attached.
	2	\$ 25,000	Property Management Repairs & Maintenance 520-1720-000342
		\$ 20,000	Several Public Works Department Accounts – See Memo Attached.
OBPI	Total	\$ 65,000	

Financial Impact Summary: N/A

City Clerk's Office Legislative Tracking:

Gus Lopez, Director Ext # 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
KS ___ FB ___ GL ___	HF ___ PDW ___	JMG ___

T:\AGENDA\2009\July 15\Consent\ITB-12-08-09 Fencing Services-Summary.doc



MIAMI BEACH



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Matti Herrera Bower and Members of the City Commission

FROM: Jorge M. Gonzalez, City Manager

DATE: July 15, 2009

SUBJECT: **REQUEST FOR APPROVAL TO AWARD CONTRACTS TO THE FOLLOWING VENDORS: SUNRISE SECURITY AGENCY & MAINTENANCE INC, GUARANTEED FENCE CORP. AND MURRAY FENCE COMPANY AS THE LOWEST AND BEST BIDDERS, PURSUANT TO INVITATION TO BID NO. 12-08/09, FOR FENCING SERVICES IN THE ESTIMATED ANNUAL AMOUNT OF \$65,000.**

ADMINISTRATION RECOMMENDATION

Approve the award of contracts.

BID AMOUNT AND FUNDING

Funding is available from the following Accounts:

	Parks and Recreation Department Accounts:
\$ 5,000	Recreation Division 011-0950-000343
\$ 5,000	Green Space Management 011-0940-000343
\$ 5,000	Miami Beach Golf Club 011-0970-000343
\$ 5,000	Normandy Shore Golf Club 011-0975-000343
\$ 20,000	
	Property Management Division Accounts:
\$ 25,000	Property Management Repairs & Maintenance 520-1720-000342
\$ 25,000	
	Public Works Department Accounts:
\$ 5,000	Storm Water 427-0427-000342
\$ 5,000	Sewer 425-0420-000343
\$ 5,000	Streets/Street Lighting 011-0840-000342
\$ 5,000	Water 425-0410-000343
\$ 20,000	

The estimated annual amounts are based on regular operational funding availability. These contracts will be available for emergency circumstances, such as hurricanes, and additional funding may become available.

KEY INTENDED OUTCOME SUPPORTED

Ensure Well-Maintained Facilities.

ANALYSIS

The purpose of Invitation to Bid No. 12-08/09 (the "Bid") is to establish a contract, by means of sealed bids for the supply of all labor, materials, tools, and equipment necessary to provide fencing services on an as needed basis, from a source(s) of supply that will provide these products in a timely manner.

The contracts shall remain in effect for one (1) year from date of contract execution by the Mayor and City Clerk, and may be renewed by mutual agreement for two (2) additional years, on a year-to-year basis.

The Bid was issued on February 24, 2009, with an opening date of April 15, 2009. A pre-bid meeting to provide information to the bidders submitting a response was held on March 25, 2009.

BidNet issued bid notices to 32 prospective bidders, BidSync (formerly known as RFP Depot) issued bid notices to 35 prospective bidders, and 59 additional bidders were notified by the Procurement Division via mail, e-mail, and fax transmission, which resulted in the receipt of following seven (7) bids:

1. Murray Fence Company
2. Paradise Gates & Entry
3. Sunrise Security Agency & Maintenance Inc
4. Guaranteed Fence Corp.
5. Rogar Management and Consulting of Florida
6. FBM General Contracting Corp.
7. Georgis Fence & Concrete Co. Inc.

The responsiveness test performed by the Procurement Division resulted in Georgis Fence & Concrete Co. Inc., and Rogar Management and Consulting of Florida's bid being deemed non-responsive. The two bidders failed to provide information which prevented them from complying with the minimum requirements set forth in the ITB.

A Technical Review Panel ("the Panel") consisting of the following individuals reviewed the responsive bids and made the final recommendation:

- Martha Torres, Warehouse Supervisor, Public Works Department
- Carlos Da Cruz, Office Associate V, Parks and Recreation Department
- Larry Gardner, Maintenance Supervisor, Property Maintenance Division
- Viviana Alemany, Capital Project Coordinator, Property Maintenance Division

After the Panel's review of the bidder's qualifications, experience, capability, and performance evaluations received, it was determined to be in the best interest of the City to recommend awarding contracts to Sunrise Security Agency & Maintenance Inc, Guarantee Fence Corp, and Murray Fence Company based on the lowest submitted price (See Appendix "A" - Tabulated results).

The ITB process requested bidders to submit unit pricing for the fencing items most frequently used by the Public Works Warehouse, the Property Management Division and the Parks and Recreation Department. The structure of this ITB would allow the operational divisions and departments to anticipate and accurately estimate the cost of any future fencing project while securing the lowest possible cost.

Guaranteed Fence

Guaranteed Fence has been in business for six (6) years and has provided fencing services for the City of Miami Beach for over three years. Guaranteed Fence has been very reliable, dependable, and provides a very responsive and prompt service, even in emergency situations. Guaranteed Fence is the lowest bidder in seven groups and second lowest bidder in ten groups.

Guaranteed Fence was highly rated on the performance evaluations received by Community Asphalt Corp, Coscan Construction LLC, Engineered Environments Inc, Chace CM, M.A.C. Construction, UVA Engineering Construction. Furthermore, Guaranteed Fence has performed previous fencing services such as the installation of metal picket fences, vinyl coded chain link fences, and wood dune beach fences for the City of Miami Beach's Parks and Recreation Department.

Sunrise Security Agency & Management Inc

Sunrise Security Agency & Management, Inc. has been in business for 14 years. Sunrise Security Agency & Management, Inc. is the lowest bidder in twelve groups and second lowest bidder in two groups.

Sunrise Security Agency & Management, Inc. was highly rated by FDOT, where the company has performed all its previous fencing work. Sunrise Security Agency & Management, Inc. has assisted FDOT since 2006, while providing fencing services totaling \$400,000 along the Tri-Rail Corridor. FDOT confirmed that Sunrise Security Agency & Management, Inc. is very responsive, reliable, and cordial. FDOT further added that Sunrise Security Agency & Management, Inc. quickly and effectively has responded to all requests while always maintaining its competitive prices.

Murray Fence

Murray Fence has been in business for 40 years and has provided fencing services for the City of Miami Beach for over eight (8) years. They have been very reliable, dependable, and provide a very responsive and prompt service, even in emergency situations. Murray Fence is the lowest bidder in two groups and second lowest bidder in six groups.

Murray Fence was highly rated on the performance evaluation surveys received from City of Miami, Bovis Lend Lease Inc, Baptist Hospital, and Lion Plumbing Supply Inc. Furthermore, Murray Fence has performed previous fencing services for the City of Miami Beach.

FBM General Contracting Corporation

FBM General Contracting Corporation ("FBM") has resulted lowest (primary) in one group and second lowest (secondary) in two groups out of the twenty one groups requested to bid on ITB#12-08-09. However, no Performance Evaluation Surveys were received on behalf of FBM and the Procurement Office was unable to secure favorable references relative to fencing jobs performed by FBM.

Furthermore, FBM failed to submit pricing on group XXI: End/Corner Post, which will exclude FBM from fencing jobs requiring end/corner posts.

Benefits generated from awarding contracts to the Fencing Companies

The contracts will offer more flexible resources to ensure that all operational divisions and departments fulfill their fencing needs in a timely manner while always securing the lowest cost. Currently, every department spent countless hours requesting quotes from three (3) different sources each time a fencing job is required. The contracts will lower the costs of procuring fencing services since the prices will be secured for at least one (1) year and will reduce the "purchasing" time.

Project Assignment/Award

Before each project is assigned to a specific company, each department will be responsible for going through the exercise of anticipating and calculating all the fence materials, posts, and gates required for the completion of the job. Each project will be awarded to the company that is the lowest responsive bidder on the combination of all materials required and therefore results in the lowest possible total cost for the project. The department will be also responsible for the inspection and verification of all materials to ensure that they conform to the specifications required on the site.

Award Scenario

The following scenario illustrates how the departments will utilize the proposed unit pricing to determine the overall best price as needed to meet the minimum specifications for each fence project:

Scenario: If the job to be completed requires a 250 linear feet Vinyl Coated chain Link Fence – 5' high with post calculated at 10' apart and a 5' x 4' gate, the results will be the following:

	Murray Fence	Sunrise Security Agency	Guaranteed Fence
250/lf fence	\$13.98x250' = \$ 3,495.00	\$6.99x250' = \$ 1,747.50	\$ 14.00x250' = \$3,500.00
25/Posts (5')	\$54.62x25/ea = \$1,365.50	\$59.00x25/ea = \$1,475.00	\$60.00x25/ea = \$1,500.00
1/gate (5'x4')	\$344.00x1/ea = \$ 344.00	\$375.00x1/ea = \$ 375.00	\$225.00x1/ea = \$ 225.00
TOTAL	\$5,204.50	<u>\$3,597.50</u>	\$5,225.00

CONCLUSION

Based on the aforementioned, the Administration recommends that the Mayor and City Commission accept the City Manager's recommendation to award contracts to Sunrise Security Agency & Maintenance Inc, Guaranteed Fence Corp., and Murray Fence Company for Fencing Services, pursuant to ITB No. 12-08/09, in the estimated total annual amount of \$ 65,000.

APPENDIX "A"

		SUNRISE SECURITY		MURRAY FENCE COMPANY		PARADISE GATES & ENTRY		AGENCY & MANAGEMENT INC		GUARANTEED FENCE CORP		ROGAR MANAGEMENT AND CONSULTING OF FLORIDA LLC		FBM GENERAL CONTRACTING CORP		GEORGIS FENCE & CONCRETE CO INC	
		***** Mathematical errors made by bidders have been corrected No bid was submitted by Bidder Lowest Bidder Price Second Lowest Bidder Price															
ITEM 1:	4' high chain link fence Up to 250' LF. per LF Up to 250' LF. per LF	\$12.08 \$11.60	\$22.50 \$22.05	\$5.99 \$5.99	\$10.00 \$10.00	\$55.00 \$50.00	\$12.24 \$12.00	\$49.00 \$48.00									
ITEM 2:	5' high chain link fence Up to 250' LF. per LF Over 250' LF. per LF	\$13.43 \$12.74	\$24.77 \$24.40	\$6.99 \$6.99	\$12.00 \$12.00	\$75.00 \$70.00	\$12.80 \$12.00	\$49.50 \$48.50									
ITEM 3:	6' high chain link fence Up to 250' LF. per LF Over 250' LF. per LF	\$15.18 \$14.44	\$26.57 \$26.00	\$7.99 \$7.99	\$13.50 \$13.50	\$95.00 \$90.00	\$15.00 \$14.50	\$55.00 \$54.00									
ITEM 4:	8' high chain link fence Up to 250' LF. per LF Over 250' LF. per LF	\$22.47 \$21.61	\$32.09 \$32.00	\$8.99 \$8.99	\$17.00 \$17.00	\$120.00 \$110.00	\$20.00 \$19.50	\$59.00 \$58.00									
ITEM 5:	10' high chain link fence Up to 250' LF. per LF Over 250' LF. per LF	\$26.40 \$25.65	\$37.64 \$37.10	\$9.25 \$9.25	\$22.00 \$22.00	\$185.00 \$195.00	\$26.30 \$25.75	\$68.00 \$67.00									
ITEM 6:	12' high chain link fence Up to 250' LF. per LF Over 250' LF. per LF	\$30.36 \$29.61	\$56.42 \$56.00	\$10.19 \$10.19	\$24.00 \$24.00	\$225.00 \$215.00	\$28.80 \$27.80	\$89.50 \$88.50									
ITEM 7:	Chain link fence misc items Up to 250' LF. per LF Over to 250' LF. per LF	\$4.05 \$3.74	\$5.87 \$5.60	\$3.99 \$3.99	\$5.00 \$4.00	\$30.00 \$20.00	\$1.80 \$1.80	\$7.00 \$6.50									
TOTAL GROUP I:		\$243.36	\$409.01	\$106.78	\$206.00	\$1,535.00	\$230.29	\$747.50									
GROUP II:																	
VINYL COATED CHAIN LINK FENCE																	
ITEM 8:	4' high chain link fence Up to 250' LF. per LF Over 250' LF. per LF	\$12.30 \$11.94	\$30.81 \$30.30	\$5.99 \$5.99	\$13.00 \$13.00	\$75.00 \$70.00	\$15.20 \$15.00	\$52.00 \$51.00									
ITEM 9:	5' high chain link fence Up to 250' LF. per LF Over 250' LF. per LF	\$13.98 \$13.35	\$33.77 \$33.50	\$6.99 \$6.99	\$14.00 \$14.00	\$95.00 \$90.00	\$16.40 \$16.00	\$53.00 \$52.50									

TABULATION FOR ITB#12-08-09 FOR FENCING SERVICES

		MURRAY FENCE COMPANY	PARADISE GATES & ENTRY	SUNRISE SECURITY AGENCY & MANAGEMENT INC	GUARANTEED FENCE CORP	ROGAR MANAGEMENT AND CONSULTING OF FLORIDA LLC	FBM GENERAL CONTRACTING CORP	GEORGIS FENCE & CONCRETE CO INC
ITEM 10:	6' high chain link fence							
	Up to 250'LF. per LF	\$15.54	\$36.57	\$7.49	\$15.50	\$185.00	\$17.90	\$59.00
	Over 250'LF. per LF	\$14.88	\$36.00	\$7.49	\$15.50	\$200.00	\$17.00	\$58.00
ITEM 11:	8' high chain link fence							
	Up to 250'LF. per LF	\$23.54	\$42.09	\$7.99	\$21.00	\$225.00	\$21.70	\$60.00
	Over 250'LF. per LF	\$22.77	\$41.50	\$7.99	\$21.00	\$215.00	\$21.00	\$59.50
ITEM 12:	10' high chain link fence							
	Up to 250'LF per LF	\$28.64	\$54.71	\$8.25	\$28.50	\$275.00	\$27.25	\$69.00
	Over 250'LF. per LF	\$28.24	\$51.99	\$8.25	\$28.50	\$260.00	\$27.00	\$68.50
ITEM 13:	12' high chain link fence							
	Up to 250'LF. per LF	\$36.06	\$66.43	\$8.99	\$30.00	\$315.00	\$29.88	\$92.00
	Over 250'LF. per LF	\$35.41	\$66.00	\$8.99	\$30.00	\$305.00	\$29.00	\$91.00
ITEM 14:	Chain link fence misc items							
	Up to 250' LF. per LF	\$3.36	\$8.64	\$3.99	\$4.00	\$275.00	\$1.28	\$7.50
	Over 250' LF. per LF	\$3.17	\$8.50	\$3.99	\$4.00	\$200.00	\$1.20	\$7.00
TOTAL GROUP II:		\$263.18	\$540.81	\$98.38	\$252.00	\$2,785.00	\$255.81	\$780.00

GROUP III: CHAIN LINK GATES ALL GALVANIZED

ITEM 15:	4' high x 4 wide per gate	\$240.00	\$325.00	\$275.00	\$100.00	\$300.00	\$181.00	\$1,245.00
ITEM 16:	4' high x 6 wide per gate	\$282.00	\$510.00	\$300.00	\$150.00	\$400.00	\$236.00	\$1,345.00
ITEM 17:	4' high x 8 wide per gate	\$317.00	\$790.00	\$325.00	\$200.00	\$450.00	\$272.00	\$1,430.00
ITEM 18:	5' high x 4 wide per gate	\$269.00	\$425.00	\$335.00	\$125.00	\$300.00	\$220.00	\$1,300.00
ITEM 19:	5' high x 6 wide per gate	\$315.00	\$610.00	\$340.00	\$175.00	\$375.00	\$239.00	\$1,375.00
ITEM 20:	5' high x 8 wide per gate	\$360.00	\$890.00	\$359.00	\$225.00	\$425.00	\$330.00	\$1,460.00
ITEM 21:	6' high x 4 wide per gate	\$289.00	\$490.00	\$365.00	\$150.00	\$420.00	\$305.00	\$1,430.00
ITEM 22:	6' high x 6 wide per gate	\$330.00	\$690.00	\$375.00	\$200.00	\$450.00	\$335.00	\$1,500.00
ITEM 23:	6' high x 8 wide per gate	\$363.00	\$990.00	\$385.00	\$250.00	\$550.00	\$360.00	\$1,525.00
ITEM 24:	6' high x 10 wide per gate	\$420.00	\$1,179.00	\$395.00	\$300.00	\$650.00	\$375.00	\$1,550.00
ITEM 25:	6' high x 12 wide per gate	\$485.00	\$1,379.00	\$400.00	\$400.00	\$900.00	\$380.00	\$1,575.00
TOTAL GROUP III:		\$3,670.00	\$8,276.00	\$3,854.00	\$2,275.00	\$5,220.00	\$3,233.00	\$15,735.00

TABULATION FOR ITB#12-08-09 FOR FENCING SERVICES

	SUNRISE SECURITY		ROGAR MANAGEMENT AND CONSULTING OF FLORIDA LLC		GEORGIS FENCE & CONCRETE CO INC	
	MURRAY FENCE COMPANY	PARADISE GATES & ENTRY	AGENCY & MANAGEMENT INC	FENCE CORP	FBM GENERAL CONTRACTING CORP	
GROUP IV:						
CHAIN LINK GATES ALL VINYL COATED						
ITEM 26: 4' high x 4 wide per gate	\$297.00	\$470.00	\$359.00	\$200.00	\$312.00	\$1,270.00
ITEM 27: 4' high x 6 wide per gate	\$419.00	\$620.00	\$375.00	\$300.00	\$389.00	\$1,350.00
ITEM 28: 4' high x 8 wide per gate	\$485.00	\$817.00	\$350.00	\$400.00	\$468.00	\$1,435.00
ITEM 29: 5' high x 4 wide per gate	\$344.00	\$495.00	\$375.00	\$225.00	\$326.00	\$1,330.00
ITEM 30: 5' high x 6 wide per gate	\$392.00	\$607.00	\$380.00	\$225.00	\$383.00	\$1,385.00
ITEM 31: 5' high x 8 wide per gate	\$455.00	\$907.00	\$395.00	\$300.00	\$497.00	\$1,470.00
ITEM 32: 6' high x 4 wide per gate	\$310.00	\$531.00	\$415.00	\$225.00	\$352.00	\$1,440.00
ITEM 33: 6' high x 6 wide per gate	\$465.00	\$710.00	\$425.00	\$350.00	\$425.00	\$1,550.00
ITEM 34: 6' high x 8 wide per gate	\$494.00	\$1,108.00	\$430.00	\$400.00	\$510.00	\$1,535.00
ITEM 35: 6' high x 10 wide per gate	\$680.00	\$1,281.00	\$435.00	\$450.00	\$539.00	\$1,570.00
ITEM 36: 6' high x 12 wide per gate	\$804.00	\$1,681.00	\$450.00	\$500.00	\$638.00	\$1,580.00
83 TOTAL GROUP IV:	\$5,145.00	\$9,227.00	\$4,389.00	\$3,575.00	\$4,839.00	\$15,915.00
GROUP V:						
CHAIN LINK GATES ALL GALVANIZED						
ITEM 37: 8' high per LF	\$25.00	\$90.00	\$65.00	\$40.00	\$160.00	\$190.00
ITEM 38: 10' high per LF	\$30.00	\$110.00	\$75.00	\$50.00	\$200.00	\$210.00
ITEM 39: 12' high per LF	\$35.00	\$150.00	\$85.00	\$60.00	\$264.00	\$225.00
TOTAL GROUP V:	\$90.00	\$350.00	\$225.00	\$150.00	\$624.00	\$625.00
GROUP VI:						
CHAIN LINK GATES ALL VINYL COATED						
ITEM 40: 8' high per LF	\$35.00	\$100.00	\$70.00	\$60.00	\$174.00	\$195.00
ITEM 41: 10' high per LF	\$40.00	\$130.00	\$80.00	\$70.00	\$220.00	\$215.00
ITEM 42: 12' high per LF	\$45.00	\$190.00	\$95.00	\$75.00	\$264.00	\$225.00
TOTAL GROUP VI:	\$120.00	\$420.00	\$245.00	\$205.00	\$658.00	\$635.00

TABULATION FOR ITB#12-08-09 FOR FENCING SERVICES

	SUNRISE			SECURITY		PARADISE		GUARANTEED		ROGAR		FBM GENERAL		GEORGIS	
	MURRAY	FENCE	COMPANY	GATES &	MANAGEMENT	ENTRY	AGENCY &	MANAGEMENT	FENCE CORP	AND CONSULTING	OF FLORIDA LLC	CONTRACTING	CORP	FENCE &	CONCRETE CO
ITEM 43: 6' high per LF	\$7.60			\$19.50	\$80.00		\$80.00	\$4.00		\$80.00		\$2.60		\$17.00	
ITEM 44: 8' high per LF	\$10.26			\$24.50	\$95.00		\$95.00	\$6.00		\$95.00		\$3.65		\$20.00	
ITEM 45: 6'x6' single gate per gate	\$180.00			\$450.00	\$350.00		\$350.00	\$50.00		\$650.00		\$62.00		\$395.00	
ITEM 46: 6'x20 double gate per gate	\$420.00			\$950.00	\$375.00		\$375.00	\$200.00		\$1,200.00		\$208.00		\$1,185.00	
ITEM 47: 8'x6' single gate per gate	\$210.00			\$650.00	\$400.00		\$400.00	\$75.00		\$800.00		\$86.00		\$475.00	
ITEM 48: 8'x20' double gate per gate	\$605.00			\$1,250.00	\$425.00		\$425.00	\$300.00		\$2,800.00		\$146.00		\$1,295.00	
TOTAL GROUP VII:	\$1,432.86			\$3,344.00	\$1,725.00		\$1,725.00	\$635.00		\$5,625.00		\$508.25		\$3,387.00	

GROUP VIII: WIND SCREEN BLACK OR GREEN 75% BLOCK

ITEM 49: 4' high per LF	\$4.06			\$7.29	\$4.99		\$4.99	\$3.80		\$25.00		\$8.00		\$13.00	
ITEM 50: 5' high per LF	\$4.06			\$7.40	\$6.99		\$6.99	\$3.80		\$30.00		\$9.00		\$14.00	
ITEM 51: 6' high per LF	\$5.70			\$7.98	\$7.99		\$7.99	\$3.80		\$49.00		\$10.00		\$15.50	
ITEM 52: 8' high per LF	\$8.60			\$8.54	\$8.00		\$8.00	\$3.80		\$60.00		\$12.00		\$18.00	
ITEM 53: 10' high per LF	\$10.47			\$11.41	\$8.02		\$8.02	\$10.00		\$79.00		\$14.00		\$25.00	
ITEM 54: 12' high per LF	\$11.35			\$13.97	\$8.25		\$8.25	\$10.00		\$100.00		\$15.00		\$35.00	
TOTAL GROUP VIII:	\$44.24			\$56.59	\$44.24		\$44.24	\$35.20		\$343.00		\$68.00		\$120.50	

GROUP IX: STATIONARY BOLLARD POSTS

ITEM 55: 4" OD per bollard	\$202.00			\$195.00	\$15.00		\$15.00	\$150.00		\$300.00		\$440.00		\$1,795.00	
ITEM 56: 6" OD per bollard	\$397.00			\$225.00	\$15.00		\$15.00	\$250.00		\$375.00		\$440.00		\$1,895.00	
TOTAL GROUP IX:	\$599.00			\$420.00	\$30.00		\$30.00	\$400.00		\$675.00		\$880.00		\$3,690.00	

GROUP X: REMOVABLE BOLLARD WITH BOTTOM SLEEVE

ITEM 57: 4" OD per bollard	\$264.00			\$1,100.00	\$15.00		\$15.00	\$200.00		\$200.00		\$400.00		\$1,875.00	
ITEM 58: 6" OD per bollard	\$425.00			\$1,400.00	\$15.00		\$15.00	\$350.00		\$300.00		\$440.00		\$1,975.00	
TOTAL GROUP X:	\$689.00			\$2,500.00	\$30.00		\$30.00	\$550.00		\$500.00		\$840.00		\$3,850.00	

TABULATION FOR ITB#12-08-09 FOR FENCING SERVICES

	MURRAY FENCE COMPANY	PARADISE GATES & ENTRY	SECURITY AGENCY & MANAGEMENT INC	GUARANTEED FENCE CORP	ROGAR MANAGEMENT AND CONSULTING OF FLORIDA LLC	FBM GENERAL CONTRACTING CORP	GEORGIS FENCE & CONCRETE CO INC
GROUP XI:							
CORE DRILLING UP TO 12" THICK SLAB PER HOLE.							
ITEM 59: 2" hole	\$8.90	\$8.00	\$5.00	\$10.00	\$60.00	\$139.00	\$225.00
ITEM 60: 4" hole	\$12.90	\$10.00	\$8.00	\$10.00	\$80.00	\$169.00	\$300.00
ITEM 61: 6" hole	\$17.20	\$12.00	\$8.31	\$10.00	\$100.00	\$189.00	\$325.00
ITEM 62: 8" hole	\$21.50	\$16.00	\$8.99	\$10.00	\$120.00	\$240.00	\$400.00
TOTAL GROUP XI:	\$50.50	\$46.00	\$30.30	\$40.00	\$360.00	\$737.00	\$1,250.00
GROUP XII:							
ON SITE WELDING (GALVANIZED OR ALUMINUM)							
ITEM 63: Include set up cost - hourly rate)	\$45.00	\$235.00	\$12.00	\$50.00	\$350.00	\$178.00	\$295.00
TOTAL GROUP XII:	\$45.00	\$235.00	\$12.00	\$50.00	\$350.00	\$178.00	\$295.00
GROUP XIII:							
FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH							
ITEM 64: Under 250' LF. per LF	\$3.94	\$3.75	\$6.99	\$2.50	\$50.00	\$2.50	\$18.00
ITEM 65: Over 250' LF. per LF	\$3.74	\$3.25	\$6.99	\$2.50	\$40.00	\$2.25	\$17.00
TOTAL GROUP XIII:	\$7.68	\$7.00	\$13.98	\$5.00	\$90.00	\$4.75	\$35.00
GROUP XIV:							
ALUMINUM PICKET FENCE.							
ITEM 66: 4' high							
Up to 250' LF. per LF	\$29.00	\$52.00	\$7.99	\$35.00	\$90.00	\$40.00	\$78.00
Over 250' LF. per LF	\$26.00	\$51.00	\$7.99	\$35.00	\$80.00	\$35.00	\$76.00
ITEM 67: 5' high							
Up to 250' LF. per LF	\$33.50	\$56.00	\$8.49	\$40.00	\$90.00	\$46.00	\$82.00
Over 250' LF. per LF	\$30.50	\$55.00	\$8.49	\$40.00	\$80.00	\$45.00	\$81.00
ITEM 68: 6' high							
Up to 250' LF. per LF	\$41.00	\$68.00	\$8.99	\$45.00	\$90.00	\$60.00	\$85.00
Over 250' LF. per LF	\$38.00	\$67.00	\$8.99	\$45.00	\$80.00	\$58.00	\$84.00
ITEM 69:							
Rounded top cap instead of u channel, additional cost per linear foot added to cost of fence per linear foot	\$4.00	\$9.00	\$6.00	\$2.00	\$45.00	\$1.25	\$7.00
TOTAL GROUP XIV:	\$202.00	\$358.00	\$56.94	\$242.00	\$555.00	\$285.25	\$493.00

TABULATION FOR ITB#12-08-09 FOR FENCING SERVICES

	MURRAY FENCE COMPANY	PARADISE GATES & ENTRY	SUNRISE SECURITY AGENCY & MANAGEMENT INC	ROGAR MANAGEMENT AND CONSULTING OF FLORIDA LLC	FBM GENERAL CONTRACTING CORP	GEORGIS FENCE & CONCRETE CO INC
ITEM 70: 4' high per LF	\$57.00	\$125.00	\$65.00	\$48.00	\$93.00	\$350.00
ITEM 71: 5' high per LF	\$71.40	\$185.00	\$75.00	\$40.00	\$104.00	\$365.00
ITEM 72: 6' high per LF	\$85.60	\$225.00	\$85.00	\$65.00	\$112.50	\$370.00
ITEM 73: 8' high per LF	\$114.50	\$268.00	\$89.00	\$70.00	\$150.00	\$390.00
ITEM 74: 10' high per LF	\$132.60	\$300.00	\$99.00	\$25.00	\$190.00	\$400.00
TOTAL GROUP XV:	\$461.10	\$1,103.00	\$413.00	\$555.00	\$649.50	\$1,875.00

GROUP XVI:

WOOD FENCES

ITEM 75: 4' high						
Up to 100' LF. per LF	\$24.00	\$25.95	\$16.00	\$20.00	\$26.00	\$42.00
Up to 200' LF. per LF	\$23.00	\$25.50	\$16.00	\$15.00	\$25.00	\$41.00
Over 200' LF. per LF	\$22.00	*****	\$16.00	\$15.00	\$24.00	\$40.00
ITEM 76: 6' high						
Up to 100' LF. per LF	\$24.00	\$28.95	\$18.00	\$25.00	\$26.00	\$48.00
Up to 200' LF. per LF	\$23.00	\$27.50	\$18.00	\$20.00	\$25.00	\$47.00
Over 200' LF. per LF	\$22.00	\$27.00	\$18.00	\$20.00	\$24.00	\$46.00
TOTAL GROUP XVI:	\$138.00	\$134.90	\$102.00	\$115.00	\$150.00	\$264.00

GROUP XVII:

WOOD FENCE SINGLE OR DOUBLE GATES

ITEM 77: 4' high per LF	\$34.00	\$90.00	\$45.00	\$20.00	\$50.00	\$275.00
ITEM 78: 6' high per LF	\$34.00	\$100.00	\$65.00	\$40.00	\$60.00	\$350.00
ITEM 79: Additional cost per Linear Foot if wood fence is board to board model or shadow box model.	\$5.00	\$8.00	\$25.00	\$5.00	\$2.00	\$5.00
TOTAL GROUP XVII:	\$73.00	\$198.00	\$135.00	\$65.00	\$112.00	\$630.00

TABULATION FOR ITB#12-08-09 FOR FENCING SERVICES

		MURRAY FENCE COMPANY		PARADISE GATES & ENTRY		SECURITY AGENCY & MANAGEMENT INC		GUARANTEED FENCE CORP		ROGAR MANAGEMENT AND CONSULTING OF FLORIDA LLC		FBM GENERAL CONTRACTING CORP		GEORGIS FENCE & CONCRETE CO INC	
				</											

TABULATION FOR ITB#12-08-09 FOR FENCING SERVICES

		SUNRISE		SECURITY		PARADISE		GUARANTEED		ROGAR		GEORGIS	
		MURRAY		AGENCY &		GATES &		FENCE CORP		MANAGEMENT		FENCE &	
		FENCE		MANAGEMENT		ENTRY		FENCE CORP		AND CONSULTING		CONCRETE CO	
		COMPANY		INC						OF FLORIDA LLC		INC	
ITEM 93:	20'ft high metal line post, 3"inch diameter												
	Cost per post every 10'ft (up to 100')	\$750.00	\$225.00	\$35.00	\$250.00					\$400.00	\$320.00	\$995.00	
	Cost per post every 10'ft (up to 300')	\$725.00	\$225.00	\$35.00	\$250.00					\$500.00	\$300.00	\$980.00	
	Cost per post every 10'ft (up to 500')	\$700.00	\$220.00	\$35.00	\$250.00					\$600.00	\$275.00	\$970.00	
ITEM 94:	Netting (Black) installed 20'ft high skirt system attached across each 10' ft. post. Cost per foot installed												
	10'ft across x 20' high (up to 100')	\$36.55	\$29.00	\$30.00	\$40.00					\$100.00	\$62.00	\$275.00	
	10'ft across x 20' high (up to 300')	\$26.87	\$28.00	\$30.00	\$40.00					\$200.00	\$52.00	\$250.00	
	10'ft across x 20' high (up to 500')	\$25.24	\$28.00	\$30.00	\$40.00					\$300.00	\$48.00	\$200.00	
TOTAL GROUP XX:		\$2,304.91	\$888.00	\$333.99	\$926.00					\$2,355.00	\$1,155.20	\$3,928.75	
GROUP XXI:													
END/CORNER POST													
End / Corner Post Schedule 40 plpe galvanized													
ITEM 95:	4'	\$37.30	\$57.60	\$49.00	\$25.00					\$50.00		Not Installed	\$40.00
ITEM 96:	5'	\$40.50	\$67.20	\$55.00	\$25.00					\$55.00			\$43.00
ITEM 97:	6'	\$43.95	\$76.80	\$59.00	\$40.00					\$65.00			\$48.00
ITEM 98:	7'	\$52.00	\$86.80	\$66.00	\$50.00					\$70.00			\$59.00
ITEM 99:	8'	\$57.26	\$96.00	\$69.00	\$60.00					\$75.00			\$70.00
ITEM 100:	9'	\$78.00	\$110.00	\$71.00	\$25.00					\$80.00			\$74.00
ITEM 101:	10'	\$91.00	\$115.20	\$75.00	\$60.00					\$85.00			\$78.00
ITEM 102:	11'	\$99.00	\$124.80	\$77.00	\$60.00					\$90.00			\$84.00
ITEM 103:	12'	\$115.00	\$134.40	\$80.00	\$60.00					\$100.00			\$96.00
End / Corner Post Schedule 40 plpe vinyl coated													
ITEM 104:	4'	\$44.10	\$77.88	*****	\$40.00					\$60.00			\$43.00
ITEM 105:	5'	\$50.19	\$90.86	\$49.00	\$40.00					\$65.00			\$46.00
ITEM 106:	6'	\$54.62	\$103.84	\$59.00	\$60.00					\$70.00			\$50.00
ITEM 107:	7'	\$60.81	\$116.82	\$65.00	\$40.00					\$75.00			\$65.00
ITEM 108:	8'	\$65.00	\$129.80	\$69.00	\$60.00					\$80.00			\$76.00
ITEM 109:	9'	\$103.00	\$142.78	\$71.00	\$25.00					\$85.00			\$78.00
ITEM 110:	10'	\$119.00	\$155.76	\$75.00	\$50.00					\$90.00			\$80.00
ITEM 111:	11'	\$126.00	\$168.74	\$77.00	\$50.00					\$95.00			\$89.00
ITEM 112:	12'	\$143.00	\$181.72	\$80.00	\$70.00					\$100.00			\$99.00
TOTAL GROUP XXI:		\$1,379.73	\$2,957.00	\$1,146.00	\$840.00					\$1,390.00	\$0.00	\$1,218.00	
GRAND TOTAL (ALL GROUPS):													
		\$17,094.86	\$31,451.21	\$13,190.19	\$10,991.70					\$35,953.00	\$15,988.55	\$56,666.75	



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION

Tel: 305-673-7490 Fax: 786-394-4002

April 7, 2009

RE: ADDENDUM NO. 3 TO INVITATION TO BID (ITB) NO. 12-08/09 FOR FENCING SERVICES ("the ITB").

In response to questions received by prospective Bidders and the Administration's additional review of the requirements set forth in the ITB, the ITB is hereby amended as follow:

- I. Please be reminded that Performance Evaluation Surveys will be only accepted until the deadline for submission of Bids: **April 15, 2009 at 3:00 p.m.**

Questions and Answers:

Q#1: Could you please let us know how the "Apparent Low Bidder" will be? Would it be adding all of the sections together and coming up with a Lump sum? Please advise,

A#1: As stated on Section 2.3 entitled "Method of Award" located on page 17 of the ITB document.

"The City may award contracts to the lowest and best bidder by group or one contract to the lowest and best bidder by totals".

Bidders are reminded to please acknowledge receipt of this addendum as part of your ITB submission. Potential bidders that have elected not to submit a response to the ITB are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

CITY OF MIAMI BEACH

Gus Lopez, CPPO
Procurement Director



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION

Tel: 305-673-7490 Fax: 786-394-4002

April 1st, 2009

RE: ADDENDUM NO. 2 TO INVITATION TO BID (ITB) NO. 12-08/09 FOR FENCING SERVICES ("the ITB").

In response to questions received by prospective Bidders and the Administration's additional review of the requirements set forth in the ITB, the ITB is hereby amended as follow:

- I. Please be advised that the contact person for this Bid has been restored to be Maria Estevez. Please send all your questions to mestevez@miamibeachfl.gov.
- II. The sign-in sheet relative to the Pre-Bid meeting held on March 25, 2009 has been included as part of this addendum.
- III. Performance Evaluation Surveys will be accepted until the deadline for submission of Bids: **April 15, 2009 at 3:00 p.m.**
- IV. The MS Word format of the documents to be submitted with your bid may be acquired by sending an e-mail request to Maria Estevez at mestevez@miamibeachfl.gov.
- V. The minimum requirements have been revised (words added are denoted by an underscore; words deleted are denoted by a ~~strikethrough~~) to read as follow:

Prospective bidders must have been in business for a minimum of three (3) years and must submit with their bids six (6) references. The six (6) references must include the following:

- Client's name and contact information;
- Detailed scope of services for each referenced project;
- Date of services; and
- Dollar Amount of contracted services

Multiple references from one client will be accepted only if the client is a government entity.

- VI. The Bid Form has been revised and included as part of this addendum. Please note that all construction work shall be subject to the City of Miami Beach Building Department's Specifications and Work Permit Applications. For further information, please visit the following link: www.miamibeachfl.gov



MIAMI BEACH

CITY OF MIAMI BEACH PRE-BID MEETING SIGN-IN SHEET

DATE: March 25, 2009

RFP No.: ITB-12-08/09

TITLE: FENCING SERVICES

NAME (PLEASE PRINT)	COMPANY NAME - E-MAIL ADDRESS	PHONE#	FAX#
Maria Estevez	Procurement - CMB mestevez@miamibeachfl.gov	305-673-7234	786-394-4002
Jorge Gomez	Guaranteed Fence Corp Guaranteed Fence at bellSouth.net	(305) 796-6715	(786) 318-0881
Joe Garcia	Bogart Management BogartLLC@gmail.com	(786) 573-1872	(305) 397-2706
ANIE YANES	PROPERTY MANAGEMENT (P.W.)	(786) 236-8658	(305) 673-7650
SAM M SISO	Sunrise Security Agency & Mainst. INC SAM.SISO@yahoo.com	786-356-3841	305-960-7921
Carlos DA CRUZ	Parks & Rec. Dept.	305-673-7000 X 6287	305-673-7720
Catherine Murray	Murray Fence Co.	305-634-2757	305-638-4993
J. Bazz	Ronald Hilton Fence Co. RM6 INC est @Comcast.net	305-652-5575 652-5845	305-652-9344
LARRY GARDNER	PROP. MGT.	305-367-8200 786-	

RFP-12-08/09

FENCING SERVICES

ITB # 12-08/09

BID PAGE 1 OF 11

COMPANY NAME: _____

GROUP I: GALVANIZED CHAIN LINK FENCE

All chain link fences, all framework schedule .40 pipe Line post 2.5 OD, end corner post 3" OD, top rail 1 5/8" OD, bottom tension wire 7 gauge, all fittings malleable, all fabric #9 gauge hot dip 1.2 ounces.

ITEM 1:	4' high chain link fence Up to 250' LF. per LF. Over 250' LF. per LF.	PRICE	
		\$	_____
		\$	_____
ITEM 2:	5' high chain link fence Up to 250' LF. per LF. Over 250' LF. per LF.	\$	_____
		\$	_____
ITEM 3:	6' high chain link fence Up to 250' LF. per LF. Over 250' LF. per LF.	\$	_____
		\$	_____
ITEM 4:	8' high chain link fence Up to 250' LF. per LF. Over 250' LF. per LF.	\$	_____
		\$	_____
ITEM 5:	10' high chain link fence Up to 250' LF. per LF. Over 250' LF. per LF.	\$	_____
		\$	_____
ITEM 6:	12' high chain link fence Up to 250' LF. per LF. Over 250' LF. per LF.	\$	_____
		\$	_____
ITEM 7:	Chain link fence misc items 1 5/8" top rail Up to 250' LF. per LF. Over 250' LF. per LF.	\$	_____
		\$	_____

TOTAL GROUP I: \$ _____

FENCING SERVICES
ITB # 12-08/09

BID PAGE 3 OF 11

COMPANY NAME: _____

GROUP III: CHAIN LINK GATES ALL GALVANIZED

Single leaf gates complete with posts

	PRICE
ITEM 15: 4' high x 4 wide per gate	\$ _____
ITEM 16: 4' high x 6 wide per gate	\$ _____
ITEM 17: 4' high x 8 wide per gate	\$ _____
ITEM 18: 5' high x 4 wide per gate	\$ _____
ITEM 19: 5' high x 6 wide per gate	\$ _____
ITEM 20: 5' high x 8 wide per gate	\$ _____
ITEM 21: 6' high x 4 wide per gate	\$ _____
ITEM 22: 6' high x 6 wide per gate	\$ _____
ITEM 23: 6' high x 8 wide per gate	\$ _____
ITEM 24: 6' high x 10 wide per gate	\$ _____
ITEM 25: 6' high x 12 wide per gate	\$ _____

Note: when using double access gate single gate item will be multiplied by 2 for correct gate size.

TOTAL GROUP III: \$ _____

GROUP IV: CHAIN LINK GATES ALL VINYL COATED

Single leaf gate complete with posts

ITEM 26: 4' high x 4 wide per gate	\$ _____
ITEM 27: 4' high x 6 wide per gate	\$ _____
ITEM 28: 4' high x 8 wide per gate	\$ _____
ITEM 29: 5' high x 4 wide per gate	\$ _____
ITEM 30: 5' high x 6 wide per gate	\$ _____
ITEM 31: 5' high x 8 wide per gate	\$ _____
ITEM 32: 6' high x 4 wide per gate	\$ _____
ITEM 33: 6' high x 6 wide per gate	\$ _____
ITEM 34: 6' high x 8 wide per gate	\$ _____
ITEM 35: 6' high x 10 wide per gate	\$ _____
ITEM 36: 6' high x 12 wide per gate	\$ _____

TOTAL GROUP IV: \$ _____

FENCING SERVICES
ITB # 12-08/09

BID PAGE 5 OF 11

COMPANY NAME: _____

GROUP VIII: WIND SCREEN BLACK OR GREEN 75% BLOCK

	PRICE
ITEM 49: 4' high per LF.	\$ _____
ITEM 50: 5' high per LF.	\$ _____
ITEM 51: 6' high per LF.	\$ _____
ITEM 52: 8' high per LF.	\$ _____
ITEM 53: 10' high per LF.	\$ _____
ITEM 54: 12' high per LF.	\$ _____
TOTAL GROUP VIII:	\$ _____

GROUP IX: STATIONARY BOLLARD POSTS

Schedule 40 pipe painted osha yellow filled with concrete 4' above ground

ITEM 55: 4" OD per bollard	\$ _____
ITEM 56: 6" OD per bollard	\$ _____
TOTAL GROUP IX:	\$ _____

GROUP X: REMOVABLE BOLLARD WITH BOTTOM SLEEVE

ITEM 57: 4" OD per bollard	\$ _____
ITEM 58: 6" OD per bollard	\$ _____
TOTAL GROUP X:	\$ _____

GROUP XI: CORE DRILLING UP TO 12" THICK SLAB PER HOLE COST

ITEM 59: 2" hole	\$ _____
ITEM 60: 4" hole	\$ _____
ITEM 61: 6" hole	\$ _____
ITEM 62: 8" hole	\$ _____

TOTAL GROUP XI: \$ _____

FENCING SERVICES

ITB # 12-08/09

BID PAGE 7 OF 11

COMPANY NAME: _____

GROUP XV: ALUMINUM SWING GATES

With all hardware and posts and lock hasp can be single or double gate. Price per linear foot

	PRICE
ITEM 70: 4' high per LF.	\$ _____
ITEM 71: 5' high per LF.	\$ _____
ITEM 72: 6' high per LF.	\$ _____
ITEM 73: 8' high per LF.	\$ _____
ITEM 74: 10' high per LF.	\$ _____

TOTAL GROUP XV: \$ _____

GROUP XVI: WOOD FENCES

All materials pressure treated yellow pine #2 grade nailed with ring shank nails standard model (Stockade) vertical posts 4"x4", horizontal runners 2"x4", vertical slots 1"x6"x6' dog ear.

ITEM 75: 4' high	
Up to 100' LF. per LF.	\$ _____
Up to 200' LF. per LF.	\$ _____
Over 200' LF. per LF.	\$ _____

ITEM 76: 6' high	
Up to 100' LF per LF.	\$ _____
Up to 200' LF. per LF.	\$ _____
Over 200' LF. per LF.	\$ _____

TOTAL GROUP XVI: \$ _____

GROUP XVII: WOOD FENCE SINGLE OR DOOUBLE GATES

With strap hinges and standard lockable hasp. Price will be based per lf being a single or double gate.

ITEM 77: 4' high per LF.	\$ _____
ITEM 78: 6' high per LF.	\$ _____
ITEM 79: Miscellaneous additional cost if wood fence is board to board model or shadow box model. Additional cost per linear foot	\$ _____

TOTAL GROUP XVII: \$ _____

FENCING SERVICES
ITB # 12-08/09

BID PAGE 9 OF 11

COMPANY NAME: _____

GROUP XX: MISCELANEOUS WORK

Existing aluminum or galvanized picket fences pressure wash and electro static paint finish color of choice. Price per lf including set up charges.

	PRICE
ITEM 88: 4' high per LF.	\$ _____
ITEM 89: 5' high per LF.	\$ _____
ITEM 90: 6' high per LF.	\$ _____
ITEM 91: 8' high per LF.	\$ _____
ITEM 92: 10' high per LF.	\$ _____

ITEM 93: 20'ft high metal line post, 3"inch diameter installed in concrete footer 14"inch wide x 36"inch deep, with top and bottom rails, including electric static paint (green or black). Cost includes all equipment, materials, equipment, supervision, labor, and delivery installed complete.

Cost per post every 10'ft (up to 100')	\$ _____
Cost per post every 10'ft (up to 300')	\$ _____
Cost per post every 10'ft (up to 500')	\$ _____

ITEM 94: Netting (Black) installed 20'ft high skirt system attached across each 10' ft. post. Net material 3/8' rope barrier, 125lb, polyester netting, high temperature jet dyed UV coated (minimum 5-year warranty) installed over wire cable across top and bottom with Caribbean easy disconnect fasteners (for easy take down in case of storm). Cost includes all equipment, materials such as wire rope, aircraft cable, all netting hardware as requited to attach to metal post, including all equipment, supervision, labor, and delivery, installed complete.

Cost per foot installed 10'ft across x 20' high (up to 100')	\$ _____
Cost per foot installed 10'ft across x 20' high (up to 300')	\$ _____
Cost per foot to install 10'ft across x 20' high (up to 500')	\$ _____

TOTAL GROUP XX: \$ _____

BID PAGE 11 OF 11

PAYMENT TERMS: NET 30. If other, specify here _____

ANY LETTERS, ATTACHMENTS, OR ADDITIONAL INFORMATION TO BE CONSIDERED
PART OF THE BID MUST BE SUBMITTED IN DUPLICATE.

SUBMITTED BY: _____

COMPANY NAME: _____

SIGNED: _____

(I certify that I am authorized to execute this bid and
commit the bidding firm)

Bidders must acknowledge receipt of addendum (if applicable).

Addendum No. 1: _____
Insert Date

Addendum No. 2: _____
Insert Date

Addendum No. 3: _____
Insert Date

Addendum No. 4: _____
Insert Date

Addendum No. 5: _____
Insert Date

Addendum No. 6: _____
Insert Date

NAME/TITLE(Print): _____

ADDRESS: _____

CITY/STATE: _____ ZIP: _____

TELEPHONE NO: _____

FACSIMILE NO: _____

FEDERAL I.D.#: _____

SIGNED: _____



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION

Tel: 305-673-7490 Fax: 786-394-4002

March 3, 2009

RE: ADDENDUM NO. 1 TO INVITATION TO BID (ITB) NO. 12-08/09 FOR FENCING SERVICES ("the ITB").

In response to questions received by prospective Bidders and the Administration's additional review of the requirements set forth in the ITB, the ITB is hereby amended as follow:

Please be advised that the pre-bid meeting and the Deadline for Submission of Bids has been changed:

- I. The Pre-bid conference will be held on March 25, 2009 at 10:00 a.m. in the City Manager's Large Conference Room, 4th Floor, City Hall, and 1700 Convention Center Drive, Miami Beach, Florida 33139.
- II. The deadline for submission of Bids and Performance Evaluation Surveys has been changed to April 15, 2009 at 3:00 p.m.
- III. Please be advised that the contact person for this Bid has been temporarily changed to Marta Fernandez Rubio. Please send all your questions to MartaFernandezRubio@miamibeachfl.gov

Questions and Answers:

- Q1: I am a Broward County contractor. Do I need any additional licensing?
- A1: **Please note that in order to submit a bid, bidders are not required to obtain any additional license. However, if a bidder is awarded these services and in order to do business with the City of Miami Beach, bidders must obtain an occupational license from Miami Dade County.**
- Q2: Concrete fencing was not included on the specifications of this bid, are you going to include this type of fencing on your specifications.
- A2: **No. Concrete fencing is considered a separate construction commodity and it is not included under the scope of services of this Bid.**

Bidders are reminded to please acknowledge receipt of this addendum as part of your ITB submission. Potential bidders that have elected not to submit a response to the ITB are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

CITY OF MIAMI BEACH

Gus Lopez, CPPO
Procurement Director

ITB No. 12-07/08 Fencing Services
Addendum #1
3/3/2009

INVITATION TO BID

FENCING SERVICES

ITB# 12-08/09

BID OPENING: MARCH 24th, 2009 AT 3:00 P.M.

Gus Lopez, *CPPO, Procurement Director*
PROCUREMENT DIVISION
1700 Convention Center Drive, Miami Beach, FL 33139
www.miamibeachfl.gov



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION
Tel: 305-673-7490, Fax: 786-394-4002

PUBLIC NOTICE

Invitation to Bid No. 12-08/09

Sealed bids will be received by the City of Miami Beach Procurement Director, 3rd Floor, 1700 Convention Center Drive, Miami Beach, Florida 33139, until 3:00 p.m. on **March 24th, 2009** for:

FENCING SERVICES

At time, date, and place above, bids will be publicly opened. Any bids or bids received after time and date specified will be returned to the bidder unopened. The responsibility for submitting a bid/bid before the stated time and date is solely and strictly the responsibility of the bidder/proposer. The City is not responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

Purpose: The purpose of this bid is to establish a contract, by means of sealed bids for the supply of all labor, materials, tools, and equipment necessary to provide fencing services on an as needed basis, from a source(s) of supply that will provide these products in a timely manner.

This contract shall remain in effect for one (1) year from date of contract execution by the Mayor and City Clerk, and may be renewed by mutual agreement for two (2) additional years, on a year to year basis.

Minimum Requirements: Prospective bidders must have been in business for a minimum of three (3) years and must submit with their bids six (6) references.

Estimated Annual Budget Amount: \$80,000/ year.

A Pre-bid conference will be held on **March 9th, 2009 at 10:00 a.m. in the Mayor's Conference Room, 4th Floor, City Hall, and 1700 Convention Center Drive, Miami Beach, Florida 33139.**

Attendance (in person or via telephone) to this Pre-bid meeting is encouraged and recommended as a source of information, but is not mandatory. Bidders interested in participating in the pre-bid submission meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1-800-915-8704 (Toll-free North America)
- (2) Enter the MEETING NUMBER: *2659980* (note that number is preceded and followed by the star (*) key).

The City has contracted with **BidNet** as our electronic procurement service for automatic notification of bid opportunities and document fulfillment. We encourage you to participate in this bid notification system. To find out how you can receive automatic bid notifications or to obtain a copy of this Bid, go to www.govbids.com/scripts/southflorida/public/home1.asp or call toll-free 1-800-677-1997 ext. 214.

The City of Miami Beach is using **RFP Depot**, a central bid notification system which provides bid notification services to interested vendors. RFP Depot allows for vendors to register online and receive notification of bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: www.rfpdepot.com

If you do not have Internet access, please call the RFP Depot's vendor support group at 800-990-9339 or 801-765-9245.

Any questions or clarifications concerning this Bid shall be submitted in writing by mail or facsimile to the Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139, or FAX: (786) 394-4000. The Bid title/number shall be referenced on all correspondence. All questions must be received no later than **ten (10)** calendar days prior to the scheduled Bid opening date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum.

The City of Miami Beach reserves the right to accept any bid or bid deemed to be in the best interest of the City of Miami Beach, or waive any informality in any bid or bid. The City of Miami Beach may reject any and all bids or bids.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE CAMPAIGN CONTRIBUTIONS BY VENDORS ORDINANCE NO. 2003-3389.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE FOLLOWING ORDINANCES/RESOLUTIONS, WHICH MAY BE FOUND ON THE CITY OF MIAMI BEACH WEBSITE: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- CONE OF SILENCE -- ORDINANCE NO. 2002-3378
- CODE OF BUSINESS ETHICS -- RESOLUTION NO. 2000-23879.
- DEBARMENT PROCEEDINGS -- ORDINANCE NO. 2000-3234.
- PROTEST PROCEDURES -- ORDINANCE NO. 2002-3344.
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES -- ORDINANCE NO. 2002-3363
- LOCAL PREFERENCE ORDINANCE NO. 2003-3413
- EQUAL BENEFITS ORDINANCE -- ORDINANCE NO. 2005-3494

Detailed representation of all these ordinances can be found on the City of Miami Beach website at <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

Sincerely,



Gus Lopez, CPPO
Procurement Director



MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PROCUREMENT DIVISION
Tel: 305-673-7490, Fax: 786.394.4002

NOTICE TO PROSPECTIVE BIDDERS

ITB 12-08/09

NO BID

If not submitting a bid at this time, please detach this sheet from the bid documents, complete the information requested, and return to the address listed above.

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

☐ Not responding due to workload issues.

☐ Not responding due to minimum experience requirements.

☐ Not responding due to specifications/scope of services.

☐ Not responding due to timely payment issues

☐ OTHER. (Please specify)

We do ☐ do not ☐ want to be retained on your mailing list for future bids for the type or product and/or service.

Signature: _____

Title: _____

Company: _____

Note: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the City's bid list.

FOR FENCING SERVICES

ITB # 12-08/09

1.0 GENERAL CONDITIONS

1.1 SEALED BIDS:

An Original and five (5) copies of the Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified hereon and on the attached Special Conditions, Specifications and Bid Form.

The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title to the City of Miami Beach Procurement Division, 3rd floor, 1700 Convention Center Drive, Miami Beach, Florida 33139. **Facsimile, electronic, or e-mailed bids will not be accepted.**

1.2 EXECUTION OF BID:

Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign bid shall invalidate same and it shall NOT be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way. Altered bids will not be considered. Clarification of bid submitted shall be in letter form, signed by bidders and attached to the bid.

1.3 NO BID:

If not submitting a bid, respond by returning the enclosed bid form questionnaire, and explain the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list.

1.4 PRICES QUOTED:

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

1.5 TAXES:

The City of Miami Beach is exempt from all Federal Excise and State taxes. State Sales Tax and Use Certificate Number is 04-00097-09-23.

1.6 MISTAKES:

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

1.7 CONDITION AND PACKAGING:

It is understood and agreed that any item offered or shipped as a result of this bid shall be the latest new and current model offered (most current production model at the time of this

bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

1.8 UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.9 BIDDER'S CONDITIONS:

The City Commission reserves the right to waive irregularities or technicalities in bids or to reject all bids or any part of any bid they deem necessary for the best interest of the City of Miami Beach, FL.

1.10 EQUIVALENTS:

If bidder offers makes of equipment or brands of supplies other than those specified in the following, he must so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the specifications as listed on the attached form.

1.11 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in:

- A) Vendor's name being removed from the vendor list.
- B) All departments being advised not to do business with vendor.

1.12 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139.

1.13 DELIVERY:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

1.14 INTERPRETATIONS:

Unless otherwise stated in the bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Director, 1700 Convention Center Drive, Miami Beach, FL 33139. E-mail mestevez@miamibeachfl.gov with a copy to GusLopez@miamibeachfl.gov.

1.15 BID OPENING:

Bids shall be opened and publicly read on the date, time and place specified on the Bid Form. All bids received after the date, time, and place shall be returned, unopened.

1.16 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage result from negligence by the buyer.

If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

1.17 PAYMENT:

Payment will be made by the City after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

1.18 DISPUTES:

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

1.19 LEGAL REQUIREMENTS:

Federal, State, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

1.20 PATENTS & ROYALTIES:

The bidder, without exception, shall indemnify and save harmless the City of Miami Beach, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Miami Beach, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.21 OSHA:

The bidder warrants that the product supplied to the City of Miami Beach, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

1.22 SPECIAL CONDITIONS:

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.23 ANTI-DISCRIMINATION:

The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.24 AMERICAN WITH DISABILITIES ACT:

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7524 (fax) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

1.25 QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.

1.26 LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where bidders are required to enter or go onto City of Miami Beach property to deliver materials or perform work or services as a result of a bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Miami-Dade County and City of Miami Beach municipal code requirements as well as the Florida Building Code. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

1.27 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. After acceptance of bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions

1.28 DEFAULT:

Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required equal to liquidated damages incurred by the City thereby, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the bidder's list.

1.29 CANCELLATION:

In the event any of the provisions of this bid are violated by the contractor, the Procurement Director shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission of Miami Beach, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

1.30 BILLING INSTRUCTIONS:

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the ordering department; with a copy to the Accounts Payable Department, 1700 Convention Center Drive, Miami Beach, Florida 33139.

1.31 NOTES TO VENDORS DELIVERING TO THE CITY OF MIAMI BEACH:

Receiving hours are Monday through Friday, excluding holidays, from 8:30 A.M. to 5:00 P.M.

1.32 SUBSTITUTIONS:

The City of Miami Beach, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments will be returned at the bidder's expense.

1.33 FACILITIES:

The City Commission reserves the right to inspect the bidder's facilities at any time with prior notice.

1.34 BID TABULATIONS:

Bidders desiring a copy of the bid tabulation may request same by enclosing a self-addressed stamped envelope with the bid.

1.35 PROTEST PROCEDURES:

Bidders that are not selected may protest any recommendation for Contract award in accordance with City of Miami Beach Ordinance No. 2002-3344, which establishes procedures for resulting protested bids and proposed awards. **Protest not timely pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

1.36 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:

If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Beach Procurement Director at least ten (10) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of Miami Beach Procurement Director. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids are required. A copy of such Addendum shall be sent by BidNet® via e-mail or facsimile to each Bidder receiving the Solicitation that is a subscriber to the Bidnet® notification system. Bidders who are not subscribers to the Bidnet® system are responsible for ensuring that they have received all addenda. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall

govern over prior addendum only to the extent specified. The Bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided on the Bid Form. Failure to acknowledge Addendum shall deem its Bid non-responsive; provided, however, that the City may waive this requirement in its best interest. The City will not be responsible for any other explanation or interpretation made verbally or in writing by any other city representative.

1.37 DEMONSTRATION OF COMPETENCY:

1) Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the City of Miami Beach.

2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City in making the award in the best interest of the City.

3) The City may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplies to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Bid may render the Bid non-responsive.

4) The City may, during the period that the Contract between the City and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

1.38 DETERMINATION OF AWARD

The City Commission shall award the contract to the lowest and best bidder. In determining the lowest and best bidder, in addition to price, there shall be considered the following:

- a. The ability, capacity and skill of the bidder to perform the Contract.
- b. Whether the bidder can perform the Contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.

1.39 ASSIGNMENT:

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Miami Beach.

1.40 LAWS, PERMITS AND REGULATIONS:

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

1.41 OPTIONAL CONTRACT USAGE:

As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Procurement, has certified its use to be cost effective and in the best interest of the State. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

1.42 SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in this bid from the awarded vendor. However, items that are to be a Spot Market Purchased may be purchased by other methods, i.e. Federal, State or local contracts.

1.43 ELIMINATION FROM CONSIDERATION

This bid solicitation shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes or contracts which are defaulted as surety or otherwise upon any obligation to the City.

1.44 WAIVER OF INFORMALITIES

The City reserves the right to waive any informalities or irregularities in this bid solicitation.

1.45 ESTIMATED QUANTITIES

Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this bid solicitation. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City for purposes of determining the low bidder meeting specifications may use said estimates.

1.46 COLLUSION

Bids from related parties. Where two (2) or more related parties each submit a bid or bid for any contract, such bids or bids shall be presumed to be **collusive**. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or bids. Related parties mean bidders or proposers or the principals thereof which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract. Bids or bids found to be collusive shall be rejected.

Bidders or Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.47 DISPUTES

In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- Any agreement resulting from the award of this Bid (if applicable); then
- Addenda released for this Bid, with the latest Addendum taking precedence; then
- The Bid; then
- Awardee's Bid.

1.48 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact Heidi Johnson Wright at the Public Works Department at (305) 673-7080.

1.49 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this bid.

1.50 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Miami Beach, Florida and in case of default on the part of successful bidder or contractor, after such acceptance, the City may procure the items or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby.

1.51 BID CLARIFICATION:

Any questions or clarifications concerning this Invitation to Bid shall be submitted in writing by mail or facsimile to the Procurement Department, 1700 Convention Center Drive, Miami Beach, Florida, 33139 via e-mail: mestevez@miamibeachfl.gov with a copy to GusLopez@miamibeachfl.gov. The bid title/number shall be referenced on all correspondence. All questions must be received no later than ten (10) calendar days prior to the scheduled bid opening date.

All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

1.52 TIE BIDS:

Please be advised that in accordance with Florida Statutes Section 287.087, regarding identical tie bids, preference will be given to vendors certifying that they have implemented a drug free work place program. A certification form will be required at the time of Bid submission.

1.53 PUBLIC ENTITY CRIMES (PEC):

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-

contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.54 DETERMINATION OF RESPONSIVENESS:

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, your bid must conform in all material respects to the requirements stated in their Bid.

1.55 DELIVERY TIME:

Vendors shall specify on the attached Bid Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time, no ranges will be accepted, i.e.; 12-14 days.

1.56 CONE OF SILENCE

This invitation to bid is subject to the "Cone of Silence" in accordance with Ordinance No. 2002-3378. A copy of all written communication(s) regarding this bid must be filed with the city clerk.

1.57 TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the successful bidder, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, the City shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful bidder of such termination which shall become effective upon receipt by the successful bidder of the written termination notice.

In that event, the City shall compensate the successful bidder in accordance with the Agreement for all services performed by the bidder prior to termination, net of any costs incurred by the City as a consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the bidder, and the City may reasonably withhold payments to the successful bidder for the purposes of set off until such time as the exact amount of damages due the City from the successful bidder is determined.

1.58 TERMINATION FOR CONVENIENCE OF CITY

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful bidder of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the Agreement is terminated by the City as provided in this section, the City shall compensate the successful bidder in accordance with the Agreement for all services actually performed by the successful bidder and reasonable direct costs of successful bidder for assembling and delivering to City all documents. No compensation shall be due to the successful bidder for any profits that the successful bidder expected to earn on the balanced of the Agreement. Such payments shall be the total extent of the City's liability to the successful bidder upon a termination as provided for in this section.

1.59 INSURANCE AND INDEMNIFICATION:

(See Check List for applicability to this contract)

The contractor shall be responsible for his work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project. He shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the contractor is acting as an independent contractor.

The contractor, at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the following requirements:

Maintain Automobile Liability Insurance including Property Damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work.

No change or cancellation in insurance shall be made without thirty (30) days written notice to the City of Miami Beach Risk Manager.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+:VI or better per Best's Key Rating Guide, latest edition.

Original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be filed with and approved by the City of Miami Beach Risk Manager before work is started. The certificate must state Bid Number and Title. Upon expiration of the required insurance, the contractor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the contractor are primary coverage to any insurance or self-insurance the City of Miami Beach possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City's Risk Manager.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

"The contractor hereby agrees to indemnify and hold harmless the City of Miami Beach, a municipal corporation, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000.00 for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the contractor, his agents, servants, or employees, or through the mere existence of the project under contract".

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City of Miami Beach, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The contractor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold

Harmless Agreement to the insurance agent and carrier.

The contractor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Miami Beach under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The contractor will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under any Section or Provisions of this contract. Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by them as he is for acts and omissions of persons directly employed by him.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached and justifying the termination thereof. If bidder does not meet the insurance requirements of the specifications; alternate insurance coverage, satisfactory to the Risk Manager, may be considered.

It is understood and agreed that the inclusion of more than one insured under these policies shall not restrict the coverage provided by these policies for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insureds hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair of such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

1.60 MODIFICATION/WITHDRAWALS OF BIDS:

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time. Modifications received after the bid due date and time will not be considered.

Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date or after expiration of **120** calendar days from the opening of Bids without a contract award. Letters of withdrawal received after the bid due date and before said expiration date and letters of withdrawal received after contract award will not be considered.

1.61 EXCEPTIONS TO BID

Bidders are strongly encouraged to thoroughly review the qualification requirements set forth in this ITB, specifically the minimum specifications found on page 21, identified by the words "must", "shall", and "will". Bidders who fail to satisfy the requirements set forth, may be deemed non-responsive and receive no further consideration. Should your proposed bid not be able to meet one (1) or more of the requirements set forth in this ITB and you are proposing alternatives to said requirements, you must notify the Procurement Office in writing at least five (5) days prior to the deadline for submission of bids. The City reserves the right to revise the scope of services via addendum prior to the deadline for receipt of bids.

FENCING SERVICES

ITB # 12-08/09

INSURANCE CHECK LIST

- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- ___ 4. Excess Liability - \$_____.00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
- ___ 6. Other Insurance as indicated:
- | | | |
|-----------------------------------|----------|----|
| ___ Builders Risk completed value | \$_____. | 00 |
| ___ Liquor Liability | \$_____. | 00 |
| ___ Fire Legal Liability | \$_____. | 00 |
| ___ Protection and Indemnity | \$_____. | 00 |
| ___ Employee Dishonesty Bond | \$_____. | 00 |
| ___ Other | \$_____. | 00 |
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the bid number and title

BIDDER AND INSURANCE AGENT STATEMENT:

We understand the Insurance Requirements of these specifications and that evidence of this insurance may be required within five (5) days after bid opening.

Catherine Murray
Bidder

Catherine Murray
Signature of Bidder

FENCING SERVICES ITB # 12-08/09

2.0 SPECIAL CONDITIONS

2.1 PURPOSE:

The purpose of this bid is to establish a contract, by means of sealed bids, for the supply of all labor, materials, tools, and equipment necessary to provide fencing services as specified herein, from a source(s) of supply that will give prompt and efficient service.

2.2 TERM OF CONTRACT:

This Contract/Purchase Order shall remain in effect **for one (1) year** from the time of award by the Mayor and City Commission.

2.2.1 Orders will be placed to vendors on an as needed basis to meet City usage requirements.

2.2.2 Providing the successful bidder(s) will agree to maintain the same price, terms and conditions of the current contract, this contract could be extended for an additional **two (2) years**, on a year to year basis, if mutually agreed upon by both parties.

2.3 METHOD OF AWARD

Award of this contract or contracts may be made to the primary and secondary Lowest and Best Bidders, as defined in General Conditions 1.38, on page 10 of this ITB. Should the primary vendor fail to comply with the Terms and Conditions of this Contract, the City reserves the right to award to the secondary vendor, if it is deemed to be in the best interest of the City. The City may award contracts to the lowest and best bidder by group or one contract to the lowest and best bidder by totals.

Award of orders will be based on the vendor's pricing and availability of materials at the time the need arises.

It shall be the sole prerogative of the City as the total amount of awarded vendors on this contract. During the term of this contract, the City reserves the right to add or delete vendors as it deems necessary, in its best interest.

2.4 **PAYMENT:** Invoices for payment will be submitted upon delivery. Invoices will be subject to verification and approval by the ordering Department's designated representative.

2.5 SHIPPING TERMS:

Prices shall include freight to City's premises, and shall be F.O.B. Destination. Vendor shall hold title to the goods until such time as they are delivered, installed and accepted by an authorized City representative.

2.6 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the Bidder is awarded a contract under this bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the term of this contract; provided, however, that the Bidder may offer incentive discounts from this fixed price to the City at any time during the contractual term. The City is also interested in receiving bids that include flexible pricing terms that provide the City with maximum options and flexibility as regulatory and marketplace changes take place.

2.7 PRE-BID CONFERENCE:

A Pre-bid conference will be held on **March 9th, 2009 at 10:00 a.m. in the Mayor's Conference Room, 4th Floor, City Hall, and 1700 Convention Center Drive, Miami Beach, Florida 33139.**

Attendance (in person or via telephone) to this Pre-bid meeting is encouraged and recommended as a source of information, but is not mandatory. Bidders interested in participating in the pre-bid submission meeting via telephone must follow these steps:

(1) Dial the TELEPHONE NUMBER: 1-800-915-8704 (Toll-free North America)

(2) Enter the MEETING NUMBER: *2659980* (note that number is preceded and followed by the star (*) key).

2.8 SITE INSPECTION: N/A

2.9 CONTACT PERSON:

The contact person for this Invitation to Bid is **Maria Estevez**. The contact person may be reached by phone: 305.673.7234; fax: 786.394.4002; or e-mail: mestevez@miamibeachfl.gov. Communication between a proposer, bidder, lobbyist or consultant and Procurement Staff is limited to matters of process or procedure.

Requests for additional information or clarifications must be made in writing to the contact person, with a copy to the City Clerk, no later than ten (10) calendar days prior to the scheduled Bid opening date.

The City will issue replies to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the deadline for responding to the Bid. Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid. Bidders should verify with the Procurement Division prior to submitting a bid that all addenda have been received.

YOU MUST FAMILIARIZE YOURSELF WITH GENERAL CONDITION 1.56, ENTITLED CONE OF SILENCE, WHICH SETS FORTH THE POLICIES AND PROCEDURES RELATIVE TO ORAL AND WRITTEN COMMUNICATIONS.

2.10 SAMPLES:

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name. Failure of Bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139

2.11 DELIVERY TIME:

Vendors shall specify on the attached Bid Form the estimated delivery time (in calendar days) for each item. Upon delivery, all materials shall be unloaded by vendor. Delivery shall be prior to 3:30 PM, Monday through Friday with-in the City of Miami Beach.

2.12 LIQUIDATED DAMAGES: N/A

2.13 PERCENTAGE ABOVE VENDOR COST: N/A

2.14 DISCOUNTS (From published price lists):

Bids shall be submitted on the basis of a discount from a manufacturer's published price list(s). Such published price list(s) must be common to, and accepted by, the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness. Revised published prices list(s) may be used as a means of price adjustments. However, all bids are to be firm through September 30, 2008, and revised price list(s) will not be accepted by the City until after that date. Revised published price list(s) will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer. Revised prices will not become effective until revised list(s) are submitted to the City under the vendor cover letter identifying the applicable bid number. Vendor cover letter and pricing list(s) must be dated, signed and submitted to the Procurement Director.

2.15 ESTIMATED QUANTITIES:

Quantities, if stated, are for Bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous needs. Said estimated quantities may be used by the City for the purpose of evaluating the low Bidder meeting specifications.

2.16 WARRANTY:

The successful bidder will be required to warranty all equipment and parts supplied. The successful bidder must accept return for full credit for items shipped in error or damaged in shipment. The City of Miami Beach shall return items in "as received" condition.

2.17 GUARANTEE:

The successful bidder will be required to guarantee all work performed for Installation for a minimum of **one (1) year**.

2.18 REFERENCES (PROVIDE REFERENCES, IN THE CUSTOMER REFERENCE FORM)

Each bid must be accompanied by a minimum of five (5) separate references for contracts.

Reference shall include the name of the company, a contact person, contact person's E-MAIL ADDRESS, the telephone number and facsimile number.

2.19. COMPLETE PROJECT REQUIRED: N/A

2.20 FACILITY LOCATION:

Materials will be delivered to the Public Works Yard located at 451 Dade Boulevard, Miami Beach, Florida 33139. Delivery to other locations within the City limits may be requested.

2.21 PURCHASE OF ITEMS NOT LISTED WITHIN THIS SOLICITATION: N/A

2.22 BIDDER QUALIFICATIONS:

In order for bids to be considered, bidders must submit with their bid, or within five (5) calendar days upon request from the Procurement office, evidence that they are qualified to

satisfactorily perform the specified work/services. Evidence shall include all information necessary to certify that the bidder: maintains a permanent place of business; has technical knowledge and practical experience in the type of equipment to be repaired; has available the organization and qualified manpower to do the work; has adequate financial status to meet the financial obligations incident to the work; has not had just or proper claims pending against him or his work; and is regularly engaged in providing this type of commodities. The evidence will consist of listing of work that has been provided to public and private sector clients, ei. nature of WORK within the last three (3) years.

2.23 LATE BIDS:

At time, date, and place above, bids will be publicly opened. Any bids or bids received after time and date specified will be returned to the bidder unopened. The responsibility for submitting a bid/bid before the stated time and date is solely and strictly the responsibility of the bidder/proposer. The City is not responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

2.24 COMPLETE INFORMATION REQUIRED ON BID FORM:

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid bid, the **ORIGINAL AND FIVE (5) COPIES** of the Bid Form pages and all required submittal information must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

2.25 MAINTENANCE AGREEMENT: N/A

2.26 EQUAL PRODUCT:

Manufacturer's name, brand name and model number are used in these specifications for the purpose of establishing minimum requirement of level of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's items of equal material, unless otherwise indicated. Equal (substitution) may be bid, provided product so bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated.

Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) and test results of unit bid as equal.

2.27 USAGE REPORTS:

The City may request Annual Usage Reports from successful bidder(s), to include: item number, item description, quantity ordered/supplied, unit/extended costs and total dollar amount citywide and per department.

2.28 MIAMI-DADE/STATE CONTRACTS:

The City reserves the right to purchase supplies such as the ones specified in this contract from Miami Dade County or State Contract Vendors should it be determined that it is in the City's best interest.

2.29 CUSTOMER SERVICE:

Excellent customer service is the standard of the City of Miami Beach. As contract employees of the City, all employees will be required to adhere to the City's "Service Excellence" standards and expected to conduct themselves in a professional, courteous and ethical manner in all situations. The successful bidder's employees must work as a cooperative team of well-trained professionals, and must serve the public with dignity and respect. All business transactions with the City will be conducted with honesty, integrity, and dedication.

FENCING SERVICES

ITB # 12-08/09

3.0 MINIMUM SPECIFICATIONS

3.1 GENERAL

The purpose of this bid is to establish a contract, by means of sealed bids, for the supply of all labor, materials, tools, and equipment necessary to provide fencing services as specified herein, from a source(s) of supply that will give prompt and efficient service.

3.2. MATERIALS (N/A)

3.3. SCOPE OF SERVICES

Successful bidder(s) will be required to provide fencing services to the Public Works and Parks and Recreation Departments. The City will issue Standing Orders to the selected vendor(s) for the purchase of materials on an as needed basis throughout the year.

Minimum Requirements: Prospective bidders must have been in business for a minimum of three (3) years and must submit with their bids six (6) references.

FENCING SERVICES
ITB # 12-08/09

BID PAGE 1 OF 11

COMPANY NAME: _____

GROUP I: GALVANIZED CHAIN LINK FENCE

All chain link fences, all framework schedule .40 pipe Line post 2.5 OD, end corner post 3" OD, top rail 1 5/8" OD, bottom tension wire 7 gauge, all fittings malleable, all fabric #9 gauge hot dip 1.2 ounces.

ITEM 1:	4' high chain link fence Up to 250' LF. per LF. Over 250' LF. per LF.	PRICE	
		\$	<u>12.08</u>
		\$	<u>11.00</u>
ITEM 2:	5' high chain link fence Up to 250' LF. per LF. Over 250' LF. per LF.	\$	<u>13.43</u>
		\$	<u>12.74</u>
ITEM 3:	6' high chain link fence Up to 250' LF. per LF. Over 250' LF. per LF.	\$	<u>15.18</u>
		\$	<u>14.44</u>
ITEM 4:	8' high chain link fence Up to 250' LF. per LF. Over 250' LF. per LF.	\$	<u>22.47</u>
		\$	<u>21.01</u>
ITEM 5:	10' high chain link fence Up to 250' LF. per LF. Over 250' LF. per LF.	\$	<u>26.40</u>
		\$	<u>25.05</u>
ITEM 6:	12' high chain link fence Up to 250' LF. per LF. Over 250' LF. per LF.	\$	<u>30.30</u>
		\$	<u>29.01</u>
ITEM 7:	Chain link fence misc items 1 5/8" top rail Up to 250' LF. per LF. Over 250' LF. per LF.	\$	<u>4.05</u>
		\$	<u>3.74</u>

TOTAL GROUP I: \$ 243.30

FENCING SERVICES

ITB # 12-08/09

BID PAGE 2 OF 11

COMPANY NAME: Murray Fence Company

GROUP II: VINYL COATED CHAIN LINK FENCE

All frame work schedule .40 pipe with vinyl coating, line post 2.5 OD, end corner posts 3" OD, top rail 1 5/8" OD, bottom tension wire #7 gauge, fabric #9 gauge core with #6 gauge vinyl finish.

	PRICE
ITEM 8: 4' high chain link fence	
Up to 250' LF. per LF.	\$ <u>12.30</u>
Over 250' LF. per LF.	\$ <u>11.94</u>
ITEM 9: 5' high chain link fence	
Up to 250' LF. per LF.	\$ <u>13.98</u>
Over 250' LF. per LF.	\$ <u>13.35</u>
ITEM 10: 6' high chain link fence	
Up to 250' LF. per LF.	\$ <u>15.54</u>
Over 250' LF. per LF.	\$ <u>14.88</u>
ITEM 11: 8' high chain link fence	
Up to 250' LF. per LF.	\$ <u>23.54</u>
Over 250' LF. per LF.	\$ <u>22.77</u>
ITEM 12: 10' high chain link fence	
Up to 250' LF. per LF.	\$ <u>28.64</u>
Over 250' LF. per LF.	\$ <u>28.24</u>
ITEM 13: 12' high chain link fence	
Up to 250' LF. per LF.	\$ <u>36.00</u>
Over 250' LF. per LF.	\$ <u>35.41</u>
ITEM 14: Chain link fence misc items	
1 5/8" top rail	
Up to 250' LF. per LF.	\$ <u>3.36</u>
Over 250' LF. per LF.	\$ <u>3.17</u>

TOTAL GROUP II: \$ 263.18

FENCING SERVICES

ITB # 12-08/09

BID PAGE 3 OF 11

COMPANY NAME: Murray Fence Company

GROUP III: CHAIN LINK GATES ALL GALVANIZED

Single leaf gates complete with posts

	PRICE
ITEM 15: 4' high x 4 wide per gate	\$ <u>240.00</u>
ITEM 16: 4' high x 6 wide per gate	\$ <u>282.00</u>
ITEM 17: 4' high x 8 wide per gate	\$ <u>317.00</u>
ITEM 18: 5' high x 4 wide per gate	\$ <u>269.00</u>
ITEM 19: 5' high x 6 wide per gate	\$ <u>315.00</u>
ITEM 20: 5' high x 8 wide per gate	\$ <u>360.00</u>
ITEM 21: 6' high x 4 wide per gate	\$ <u>289.00</u>
ITEM 22: 6' high x 6 wide per gate	\$ <u>330.00</u>
ITEM 23: 6' high x 8 wide per gate	\$ <u>373.00</u>
ITEM 24: 6' high x 10 wide per gate	\$ <u>420.00</u>
ITEM 25: 6' high x 12 wide per gate	\$ <u>485.00</u>

Note: when using double access gate single gate item will be multiplied by 2 for correct gate size.

TOTAL GROUP III: \$ 3670.00

GROUP IV: CHAIN LINK GATES ALL VINYL COATED

Single leaf gate complete with posts

ITEM 26: 4' high x 4 wide per gate	\$ <u>297.00</u>
ITEM 27: 4' high x 6 wide per gate	\$ <u>419.00</u>
ITEM 28: 4' high x 8 wide per gate	\$ <u>485.00</u>
ITEM 29: 5' high x 4 wide per gate	\$ <u>344.00</u>
ITEM 30: 5' high x 6 wide per gate	\$ <u>392.00</u>
ITEM 31: 5' high x 8 wide per gate	\$ <u>455.00</u>
ITEM 32: 6' high x 4 wide per gate	\$ <u>310.00</u>
ITEM 33: 6' high x 6 wide per gate	\$ <u>465.00</u>
ITEM 34: 6' high x 8 wide per gate	\$ <u>494.00</u>
ITEM 35: 6' high x 10 wide per gate	\$ <u>680.00</u>
ITEM 36: 6' high x 12 wide per gate	\$ <u>804.00</u>

TOTAL GROUP IV: \$ 5145.00

FENCING SERVICES

ITB # 12-08/09

BID PAGE 4 OF 11

COMPANY NAME: Murray Fence Company

GROUP V: CHAIN LINK GATES ALL GALVANIZED

	PRICE
ITEM 37: 8' high per LF.	\$ <u>25.00</u>
ITEM 38: 10' high per LF.	\$ <u>30.00</u>
ITEM 39: 12' high per LF.	\$ <u>35.00</u>
TOTAL GROUP V:	\$ <u>90.00</u>

GROUP VI: CHAIN LINK GATES ALL VINYL COATED

ITEM 40: 8' high per LF.	\$ <u>35.00</u>
ITEM 41: 10' high per LF.	\$ <u>40.00</u>
ITEM 42: 12' high per LF.	\$ <u>45.00</u>
TOTAL GROUP VI:	\$ <u>120.00</u>

GROUP VII: TEMPORARY CHAIN LINK FENCE GALVANIZED

Using 1 5/8" line post, top #9 gauge tension wire, and price to include removal

ITEM 43: 6' high per LF.	\$ <u>7.00</u>
ITEM 44: 8' high per LF.	\$ <u>10.20</u>

Temporary Double Gates and Single Gates

ITEM 45: 6'x6' single gate per gate	\$ <u>180.00</u>
ITEM 46: 6'x20 double gate per gate	\$ <u>420.00</u>
ITEM 47: 8'x6' single gate per gate	\$ <u>210.00</u>
ITEM 48: 8'x20' double gate per gate	\$ <u>625.00</u>
TOTAL GROUP VII:	\$ <u>1432.80</u>

FENCING SERVICES

ITB # 12-08/09

BID PAGE 5 OF 11

COMPANY NAME: Murray Fence Company

GROUP VIII: WIND SCREEN BLACK OR GREEN 75% BLOCK

	PRICE
ITEM 49: 4' high per LF.	\$ <u>4.06</u>
ITEM 50: 5' high per LF.	\$ <u>4.06</u>
ITEM 51: 6' high per LF.	\$ <u>5.70</u>
ITEM 52: 8' high per LF.	\$ <u>8.60</u>
ITEM 53: 10' high per LF.	\$ <u>10.47</u>
ITEM 54: 12' high per LF.	\$ <u>11.35</u>

TOTAL GROUP VIII: \$ 44.24

GROUP IX: STATIONARY BOLLARD POSTS

Schedule 40 pipe painted osha yellow filled with concrete 4' above ground

ITEM 55: 4" OD per bollard	\$ <u>202.00</u>
ITEM 56: 6" OD per bollard	\$ <u>397.00</u>

TOTAL GROUP IX: \$ 599.00

GROUP X: REMOVABLE BOLLARD WITH BOTTOM SLEEVE

ITEM 57: 4" OD per bollard	\$ <u>264.00</u>
ITEM 58: 6" OD per bollard	\$ <u>425.00</u>

TOTAL GROUP X: \$ 689.00

GROUP XI: CORE DRILLING UP TO 12" THICK SLAB PER HOLE COST

ITEM 59: 2" hole	\$ <u>8.90</u>
ITEM 60: 4" hole	\$ <u>12.90</u>
ITEM 61: 6" hole	\$ <u>17.20</u>
ITEM 62: 8" hole	\$ <u>21.50</u>

TOTAL GROUP XI: \$ 60.50

FENCING SERVICES

ITB # 12-08/09

BID PAGE 6 OF 11

COMPANY NAME: Murray Fence Company

GROUP XII: MISCELANEOUS ON SITE WELDING EITHER GALVANIZED OR ALUMINUM

	PRICE
ITEM 63: (Include set up cost based on hourly rate)	\$ <u>45.00</u>
TOTAL GROUP XII:	\$ <u>45.00</u>

GROUP XIII: FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH

ITEM 64: Under 250' LF per LF.	\$ <u>3.94</u>
ITEM 65: Over 250' LF. per LF.	\$ <u>3.74</u>
TOTAL GROUP XIII:	\$ <u>7.68</u>

GROUP XIV: ALUMINUM PICKET FENCE

With all material .125 aluminum mill finish, line posts 2"x2", vertical pickets up to 1" top and bottom runners 1"x2" u channel all powder coated paint standard colors white, black, green, bronze including electric static paint process for on-site installation and finish.

ITEM 66: 4' high	
Up to 250' LF. per LF.	\$ <u>29.00</u>
Over 250' LF. per LF.	\$ <u>26.00</u>
ITEM 67: 5' high	
Up to 250' LF. per LF.	\$ <u>33.50</u>
Over 250' LF. per LF.	\$ <u>30.50</u>
ITEM 68: 6' high	
Up to 250' LF. per LF.	\$ <u>41.00</u>
Over 250' LF. per LF.	\$ <u>38.00</u>
ITEM 69: Note: rounded top cap instead of u channel, additional cost per linear foot added to cost of fence per linear foot	\$ <u>4.00</u>
TOTAL GROUP XIV:	\$ <u>202.00</u>

FENCING SERVICES

ITB # 12-08/09

BID PAGE 7 OF 11

COMPANY NAME: Murray Fence Company

GROUP XV: ALUMINUM SWING GATES

With all hardware and posts and lock hasp can be single or double gate. Price per linear foot

	PRICE
ITEM 70: 4' high per LF.	\$ <u>57.00</u>
ITEM 71: 5' high per LF.	\$ <u>71.40</u>
ITEM 72: 6' high per LF.	\$ <u>85.00</u>
ITEM 73: 8' high per LF.	\$ <u>114.50</u>
ITEM 74: 10' high per LF.	\$ <u>132.00</u>
TOTAL GROUP XV:	\$ <u>461.10</u>

GROUP XVI: WOOD FENCES

All materials pressure treated yellow pine #2 grade nailed with rnk shank nails standard model (Stockade) vertical posts 4"x4", horizontal runners 2"x4", vertical slots 1"x6"x6' dog ear.

ITEM 75: 4' high	
Up to 100' LF. per LF.	\$ <u>24.00</u>
Up to 200' LF. per LF.	\$ <u>23.00</u>
Over 200' LF. per LF.	\$ <u>22.00</u>
ITEM 76: 6' high	
Up to 100' LF per LF.	\$ <u>24.00</u>
Up to 200' LF. per LF.	\$ <u>23.00</u>
Over 200' LF. per LF.	\$ <u>22.00</u>
TOTAL GROUP XVI:	\$ <u>138.00</u>

GROUP XVII: WOOD FENCE SINGLE OR DOOUBLE GATES

With strap hinges and standard lockable hasp. Price will be based per lf being a single or double gate.

ITEM 77: 4' high per LF.	\$ <u>34.00</u>
ITEM 78: 6' high per LF.	\$ <u>34.00</u>
ITEM 79: Miscellaneous additional cost if wood fence is board to board model or shadow box model. Additional cost per linear foot	\$ <u>5.00</u>

TOTAL GROUP XVII: \$ 73.00

FENCING SERVICES

ITB # 12-08/09

BID PAGE 8 OF 11

COMPANY NAME: Murray Fence Company

GROUP XVIII: EMERGENCY WORK

In the case of hurricane city will notify contractor with at least 48 hours to remove windscreen on standard fences or to baseball fields or tennis courts to remove all screening and to store on site then to reinstall at city's request price to include mobilization as well as tie straps all based on linear foot price.

	PRICE
ITEM 80: 4' high per LF.	\$ <u>2.22</u>
ITEM 81: 5' high per LF.	\$ <u>2.47</u>
ITEM 82: 6' high per LF.	\$ <u>2.74</u>
ITEM 83: 8' high per LF.	\$ <u>3.05</u>
ITEM 84: 10' high per LF.	\$ <u>3.38</u>
ITEM 85: 12' high per LF.	\$ <u>3.79</u>

TOTAL GROUP XVIII: \$ 17.65

GROUP XIX: SAND FENCE

Constructed of No.1 Aspen pickets (3/8" x 1 1/2" x 48"), woven with 5 double strands of 13-gauge galvanized wire. Standard fence is sold in 50' rolls, natural wood color to blend into the surrounding landscape without paint or stain to compromise the beach environment.

ITEM 86: 50' LF Dunne Fence (rolls)	
Up to 100/rolls per roll	\$ <u>47.75</u>
Over 100/rolls per roll	\$ <u>43.09</u>

ITEM 87: Sand fence installed onto 4"x4"x8' pressure treated wood posts (8' to 10' on center), work includes all necessary equipment, material, labor and supervision to install:

Up to 5,000' lf per LF.	\$ <u>3.98</u>
Over 5,000' lf per LF.	\$ <u>3.23</u>

TOTAL GROUP XIX: \$ 98.05

FENCING SERVICES

ITB # 12-08/09

BID PAGE 9 OF 11

COMPANY NAME: Murray Fence Company

GROUP XX: MISCELANEOUS WORK

Existing aluminum or galvanized picket fences pressure wash and electro static paint finish color of choice. Price per lf including set up charges.

	PRICE
ITEM 88: 4' high per LF.	\$ <u>5.00</u>
ITEM 89: 5' high per LF.	\$ <u>10.25</u>
ITEM 90: 6' high per LF.	\$ <u>7.50</u>
ITEM 91: 8' high per LF.	\$ <u>10.00</u>
ITEM 92: 10' high per LF.	\$ <u>12.50</u>
ITEM 93: 20'ft high metal line post, 3"inch diameter installed in concrete footer 14"inch wide x 36"inch deep, with top and bottom rails, including electric static paint (green or black). Cost includes all equipment, materials, equipment, supervision, labor, and delivery installed complete.	

Cost per post every 10'ft (up to 100')	\$ <u>750.00</u>
Cost per post every 10'ft (up to 300')	\$ <u>725.00</u>
Cost per post every 10'ft (up to 500')	\$ <u>700.00</u>

ITEM 94: Netting (Black) installed 20'ft high skirt system attached across each 10' ft. post. Net material 3/8' rope barrier, 125lb, polyester netting, high temperature jet dyed UV coated (minimum 5-year warranty) installed over wire cable across top and bottom with Caribbean easy disconnect fasteners (for easy take down in case of storm). Cost includes all equipment, materials such as wire rope, aircraft cable, all netting hardware as required to attach to metal post, including all equipment, supervision, labor, and delivery, installed complete.

Cost per foot installed 10'ft across x 20' high (up to 100')	\$ <u>36.55</u>
Cost per foot installed 10'ft across x 20' high (up to 300')	\$ <u>26.87</u>
Cost per foot to install 10'ft across x 20' high (up to 500')	\$ <u>25.24</u>

TOTAL GROUP XX: \$ 2304.91

FENCING SERVICES

ITB # 12-08/09

BID PAGE 10 OF 11

GROUP XXI: END/CORNER POST

End / Corner Post Schedule 40 pipe galvanized

ITEM 95:	4'	\$ 37.30
ITEM 96:	5'	\$ 40.50
ITEM 97:	6'	\$ 43.95
ITEM 98:	7'	\$ 52.00
ITEM 99:	8'	\$ 57.20
ITEM 100:	9'	\$ 78.00
ITEM 101:	10'	\$ 91.00
ITEM 102:	11'	\$ 99.00
ITEM 103:	12'	\$ 115.00

End / Corner Post Schedule 40 pipe vinyl coated

ITEM 104:	4'	\$ 44.10
ITEM 105:	5'	\$ 50.19
ITEM 106:	6'	\$ 54.02
ITEM 107:	7'	\$ 60.81
ITEM 108:	8'	\$ 65.00
ITEM 109:	9'	\$ 103.00
ITEM 110:	10'	\$ 119.00
ITEM 111:	11'	\$ 120.00
ITEM 112:	12'	\$ 143.00

TOTAL GROUP XXI: \$ 1379.73

GRAND TOTAL (ALL GROUPS):\$ 17084.86

PAYMENT TERMS: NET 30. If other, specify here _____

ANY LETTERS, ATTACHMENTS, OR ADDITIONAL INFORMATION TO BE CONSIDERED PART OF THE BID MUST BE SUBMITTED IN DUPLICATE.

SUBMITTED BY: Catherine Murray

COMPANY NAME: Murray Fence Company

SIGNED: Catherine Murray

(I certify that I am authorized to execute this bid and commit the bidding firm)

Bidders must acknowledge receipt of addendum (if applicable).

Addendum No. 1: March 3, 2009
Insert Date

Addendum No. 2: April 1, 2009
Insert Date

Addendum No. 3: April 1, 2009
Insert Date

Addendum No. 4: _____
Insert Date

Addendum No. 5: _____
Insert Date

Addendum No. 6: _____
Insert Date

NAME/TITLE(Print): Catherine Murray / President

ADDRESS: 1776 N.W. 23 Terrace

CITY/STATE: Miami, FL. ZIP: 33142

TELEPHONE NO: (305) 634-2757

FACSIMILE NO: (305) 638-4999

FEDERAL I.D.#: 59-2349488

SIGNED: Catherine Murray

FENCING SERVICES

ITB # 12-08/09

BID FORMAT

Bids must contain the following documents, each fully completed, and signed as required. If any items are omitted, Bidders must submit the documentation within five (5) calendar days upon request from the City, or the bid shall be deemed non-responsive. **The City will not accept fee/cost information after deadline for receipt of Bids.**

1. Table of Contents

Outline in sequential order the major areas of the Bid, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.

2. Bid Points to Address:

Bidder must respond to all minimum requirements listed below. Bids which do not contain such documentation may be deemed non-responsive.

- a) **Introduction letter** outlining the bidders' professional specialization; provide past experience to support the qualifications of the Bidder. Bidders shall submit documents that provide evidence as to the capability to provide and implement the services as outlined in this ITB.
- b) **Bidders must provide documentation** which demonstrates their ability to satisfy all of the requirements detailed in this ITB.
- c) **References:** List at least six (6) client references, to include contact name, title, company, address, telephone number, **e-mail address**, fax number.
- d) **Qualifications of Bidder:** Outline in detail the experience and qualifications of the business and individual members of the Bidder entity and experience of Bidder and/or Bidder members in providing similar projects/programs as the one proposed.
- e) **Past Performance Client Survey Information:**
Past performance information will be collected on all Bidders. Bidders are required to identify and submit their best projects. Bidders will be required to send out Performance Evaluation Surveys to each of their clients.

Please provide your client with the Performance Evaluation Letter and Survey attached herein, and request that your client submit the completed survey to Maria Estevez, at (Fax) 786-394-4002 or (e-mail) mestevez@miamibeachfl.gov; and a copy to Gus Lopez, at (Fax) 786-394-4007 or (e-mail) guslopez@miamibeachfl.gov. **The City will not accept Client Surveys sent to the Procurement Division from the office of the Bidder. Surveys must be sent to the Procurement Division directly from your client's office(s).** Bidders are responsible for making sure their clients return the Performance Evaluation Surveys to the City. The City reserves the right to verify and confirm any information submitted in this process. Such verification may include, but is not limited to, speaking with current and former clients, review of relevant client documentation, site-visitation, and other independent confirmation of data.

- f) **Cost Information:**
Cost Information must be submitted with bid.
- g) **Acknowledgment of Addenda:**
(IF REQUIRED BY ADDENDUM) and Bid Information forms.

6. Any other Documents Required by this ITB.

BID CHECK LIST

To ensure that your bid is submitted in conformance with the Contract Documents, please verify that the following items have been completed and submitted as required.

X	Original and five copies of bid (including all submittal information) General Conditions Section 1.1 Special Conditions Section 2.22
X	Execution of Bid General Conditions Section 1.2
N/A	Equivalents/Equal Product General Conditions Section 1.10 Special Conditions Section 2.24
X	Insurance and Indemnification (including Insurance Checklist) General Condition Section 1.26 General Conditions Section 1.58
N/A	Bid Guaranty/Performance Bond General Condition Section 1.27
X	Warranty General Condition Section 2.17
N/A	Product/Catalog Information Special Conditions Section 2.15
X	References Special Conditions Section 2.18
X	Bidder Qualifications Special Conditions Section 2.22
X	Minimum to Specifications Special Conditions Section 3.0
X	Contractor's Questionnaire
X	Declaration: Non-discrimination in Contrats and Benefits
X	Past Performance Client Survey Information (sent to clients)

CUSTOMER REFERENCE LISTING

Bidder's shall furnish the names, addresses, and telephone numbers of a minimum of six (6) firms or government organizations for which the Contractor is currently furnishing or has furnished, similar services.

- 1) Company Name Lions Plumbing
Address 144 N.W. 7 Avenue Miami, FL
Contact Person/Contract Amount Paul Gentile
Telephone No. (305) 688-6577 Fax No. (305) 688-1521
E-mail _____

- 2) Company Name City of Coral Gables Public Works
Address 405 Biltmore Way Coral Gables, FL 33134
Contact Person/Contract Amount Pat Burns
Telephone No. (305) 733-0292 Fax No. (305) 460-5176
E-mail _____

- 3) Company Name Baptist Health Engineering
Address 8900 N. Kendall Drive
Contact Person/Contract Amount Rich Gagnon
Telephone No. (786) 596-6509 Fax No. (786) 596-5977
E-mail _____

CUSTOMER REFERENCE LISTING (CONTD.)

- 4) Company Name Bovis Lend Lease
Address 8900 SW 88th Miami, FL 33176
Contact Person/Contract Amount Chris Dusvitch
Telephone No. (786) 236-7894 Fax No. (305) 373-8082
E-mail _____
- 5) Company Name City of Miami: Parks and Recreation
Address 444 S.W. 2 Avenue Miami, FL.
Contact Person/Contract Amount Ralph Gonzalez
Telephone No. _____ Fax No. (305) 960-3019
E-mail _____
- 6) Company Name Florida Fish & Wildlife Conservation Commission
Address 3200 N.E. 151 Street Miami, FL
Contact Person/Contract Amount John Fussell
Telephone No. (305) 956-2506 Fax No. (305) 956-2511
ext. 120
E-mail _____

FENCING SERVICES
ITB # 12-08/09

CONTRACTOR'S/ BIDDER'S QUESTIONNAIRE

NOTE: Information supplied in response to this questionnaire is subject to verification.
Inaccurate or incomplete answers may be grounds for disqualification from award
of this bid.

Submitted to The Mayor and City Commission of the City of Miami Beach, Florida:

By Murray Fence Company

Principal

Office 1770 N.W. 23 Terrace Miami, FL 33142

How many years has your organization been in business under your present business name? 40yrs.

Does your organization have current occupational licenses entitling it to do the work/service contemplated in this Contract? yes

Please state license(s) type and number:

Municipal Contractors license No. 30-0260554

Local Business license No. 026055-4

Include copies of above licenses and certificates with bid.

Certificate of Competency No. 000007027

Have you ever had a contract terminated due to failure to comply with contractual specifications? NO

If _____ so, _____ where _____ and
why? _____

In what other lines of business are you financially interested or engaged? none

Give references as to experience, ability, and financial standing

We are an established Fence company with the ability and financial standing to complete the work stated in this bid.

CONTRACTOR'S / BIDDER'S QUESTIONNAIRE (CONTD.)

Vendor Campaign Contribution(s):

- a. You must provide the names of all individuals or entities (including your sub-consultants) with a controlling financial interest. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean any corporation, partnership, business trust or any legal entity other than a natural person.

<u>Catherine Murray</u>	<u>President</u>
<u>Susana Murray</u>	<u>Vice President</u>
<u>Catherine Murray</u>	<u>Treasurer</u>
<u>Susana Murray</u>	<u>Secretary</u>

- b. Individuals or entities (including our sub-consultants) with a controlling financial interest: _____ have ☒ have not contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach. Please provide the name(s) and date(s) of said contributions and to whom said contribution was made.

I HEREBY CERTIFY that the above answers are true and correct.

Catherine Murray (SEAL)

(SEAL)

MIAMI-DADE COUNTY 2008 LOCAL BUSINESS TAX RECEIPT
TAX COLLECTOR MIAMI-DADE COUNTY STATE OF FLORIDA
140 W FLAGLER ST EXPIRES SEPT 30, 2009
14th FLOOR MUST BE DISPLAYED IN PLACE OF BUSINESS
MIAMI FL 33130 PURSUANT TO COUNTY CODE CHAPTER 9A ART 9.2 AND

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

THIS IS NOT A BILL-DO NOT PAY

026055-4

RENEWAL

026055-4

BUSINESS NAME / LOCATION
MURRAY FENCE CO
1776 NW 23 TERR
33142 MIAMI

RECEIPT NO. 000007027
CC #

OWNER
MURRAY FENCE CO

WORKER/S
10

Sec. Type of Business
196 SPECIALTY BUILDING CONTRACTOR

THIS IS ONLY A LOCAL
BUSINESS TAX RECEIPT. IT
DOES NOT PERMIT THE
HOLDER TO VIOLATE ANY
EXISTING OR REGULATORY
OR ZONING LAWS OF THE
COUNTY OR CITIES. NOR
DOES IT EXEMPT THE
HOLDER FROM ANY OTHER
PERMIT OR RECEIPT
REQUIRED BY LAW. THIS IS
NOT A CERTIFICATION OF
THE HOLDER'S QUALIFICA
TION.

DO NOT FORWARD

MURRAY FENCE CO
CATHERINE MURRAY PRES
1776 NW 23 TERR
MIAMI FL 33142

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR

10/15/2008
02290001002
000049.50

|||||

SEE OTHER SIDE

MIAMI-DADE COUNTY 2008 MUNICIPAL CONTRACTOR'S
TAX RECEIPT 2009
140 W FLAGLER ST
14th FLOOR
MIAMI FL 33130
MIAMI-DADE COUNTY STATE OF FLORIDA
PURSUANT TO DADE COUNTY CODE SEC 10-21
EXPIRES SEPT 30, 2009

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

RECEIPT NO. 30-0260554 CC NO. 000007027

THIS IS NOT A BILL-DO NOT PAY

RECEIPT HOLDER MAY DO
BUSINESS AS A CONTRACTOR
AS SPECIFIED HEREON.

BUSINESS NAME / LOCATION

MURRAY FENCE CO
1776 NW 23 TERR
OWNER : MURRAY FENCE CO

SEE BACK OF RECEIPT FOR
A LIST OF NON-PARTICIPATING
MUNICIPALITIES

SPECIALTY BUILDING CONTRACTOR

DO NOT FORWARD

Receipt holder must
register in the city
where work is to be
done.

MURRAY FENCE CO
CATHERINE MURRAY PRES
1776 NW 23 TERR
MIAMI FL 33142

PAYMENT RECEIVED
MIAMI-DADE CNTY TAX
COLLECTOR

10/15/2008
02290001001
000175.00

|||||

47



CTQB

Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

000007027

MURRAY FENCE CO
D.B.A. **MIAMI-DADE**

C. Murray
MURRAY CATHERINE

Is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTING UNTIL 09/30/2010

0018

QUALIFYING TRADE(S)
FENCE

Herminio Gonzalez P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.

Herminio F. Gonzalez

MIAMI-DADE
COUNTY

www.miamidade.gov/buildingcode